

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CW The Winnie Partnership, L.P.
Attn: Legal Department
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014

Parcel Identification No:
01-504-0001 Through 01-504-0053; 01-504-0055
01-509-0054 Through 01-509-0072
(for reference purposes only)

(Space above for County Recorder's Use)

**SUPPLEMENTAL DECLARATION RELEASING AND WITHDRAWING PROPERTY
FROM THE AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR THE WINNIE
AND
AMENDMENT NO. 1 TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
FOR THE WINNIE**

THIS SUPPLEMENTAL DECLARATION RELEASING AND WITHDRAWING PROPERTY FROM AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE WINNIE AND AMENDMENT NO. 1 TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE WINNIE (the "**Amendment**") is executed this 25 day of JANUARY, 2021, by The Winnie Owners Association, Inc., a Utah nonprofit corporation (the "**Association**") and CW The Winnie Partnership, L.P., a Delaware limited partnership (the "**Declarant**").

RECITALS

A. Declarant caused to be recorded a Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for The Winnie in the Davis County Recorder's Office on June 18, 2019 as Entry No. 3166614, in Book 7286, and beginning on Page 313 (the "**Enabling Declaration**"), which was amended and replaced by that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Winnie recorded on November 19, 2019 in the official records of Davis County as instrument number 3204881 in Book 3792 at pages 1663-1772 (the "**Amended and Restated Declaration**"). The Enabling Declaration as amended, superseded, and replaced by the Amended and Restated Declaration is referred to herein as the "**Declaration**."

B. The Declaration was recorded against the real property located in Davis County, State of Utah, as more particularly described in Exhibit A, attached hereto and incorporated herein (the “**Phase 1 and Phase 2 Property**”).

C. Declarant filed a plat entitled The Winnie – P.U.D. A Planned Unit Development (the “**Phase 1 Plat**”) concerning the real property located in Davis County, State of Utah, as more particularly described in Exhibit B, attached hereto and incorporated herein (the “**Phase 1 Property**”).

D. Declarant filed a plat entitled The Winnie Phase 2 – P.U.D. A Planned Unit Development (the “**Phase 2 Plat**”) concerning the real property located in Davis County, State of Utah, as more particularly described in Exhibit C, attached hereto and incorporated herein (the “**Phase 2 Property**”). The development depicted on the Phase 1 Plat and the Phase 2 Plat is collectively referred to herein as the “**Project**.”

E. Declarant sold units 54 through 71 located within the Phase 2 Property (the “**Phase 2 Units**”) to AFJS Winnie, LLC (the “**Phase 2 Unit Owner**”) and retained units 1 through 53 located within the Phase 1 Property (the “**Phase 1 Units**”). The Phase 2 Unit Owner desires to directly maintain, repair, and insure the Phase 2 Units without involvement by the Association and desires not to be a member of the Association.

F. The Declarant and the Association desire to limit the Property encumbered by the Declaration to the Phase 1 Property and the common areas located on the Phase 2 Property and to withdraw the Phase 2 Units from the Project and governance of the Declaration.

G. Pursuant to Sections 12.2 and 12.3 of the Declaration, during the Period of Declarant Control, Declarant may contract the Project and remove and withdraw real property from the Project and from the governance of the Declaration.

H. In addition, pursuant to Section 1.1 of Article XV of the Declaration, so long as the Declarant owns one or more Lots in the Project, the Declaration and the Plat may be amended or supplemented solely by the Declarant without any additional approval required. Declarant owns one or more Lots within the Project.

I. During the Period of Declarant Control, pursuant to Section 12.3 of the Declaration, Declarant shall have the right to grant easements over the Common Area for the purposes of enjoyment, use, access and development of adjacent property whether or not such other property is made subject to this Declaration.

J. Pursuant to Section 17.5(g) of the Declaration, Declarant has “Special Declarant’s Rights” whereby Declarant has the right to grant easements through the Common Area.

K. Declarant and the Association desire to grant permanent easements rights to the Phase 2 Unit Owner and any subsequent owners of the Phase 2 Units to use the common area and facilities located within the Project pursuant to the terms and conditions of an Easement and

Amenities Use Agreement by and among the Declarant, the Association and the Phase 2 Unit Owner.

L. The Period of Declarant Control is still in effect as of the date hereof and Declarant desires to supplement and/or modify the Declaration.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Declarant hereby withdraws the Phase 2 Units from the Project and governance of the Declaration and amends the Declaration as follows:

1. **Withdrawal of Phase 2 Units.** Declarant hereby removes and withdraws the Phase 2 Units from the Project and the property encumbered and governed by the Declaration. As a result, the Declaration and the covenants, conditions, restrictions and obligations set forth in the Declaration shall no longer apply to the Phase 2 Units, and the Declaration is fully and completely released as it pertains to the Phase 2 Units whereby the Declaration is of no further force or effect as to the Phase 2 Units. Upon such withdrawal, the Association and any Owner and anyone claiming, by, through or under them, including any members of the Association, release, remise, vacate, abandon, and terminate any and all covenants, conditions, restrictions, and interests in and to the Phase 2 Units. Notwithstanding anything to the contrary contained herein, in no event shall the exterior condition and appearance of the Phase 2 Units fall below the maintenance and appearance standard established by the Association for the Phase 1 Units. By signing below, the Association acknowledges and agrees to the withdrawal of the Phase 2 Units from the Project and the property encumbered and governed by the Declaration.

2. **Modification of Section 12.3 of the Declaration.** The following shall be added as paragraph 15 of Section 12.3 of the Declaration:

The Declarant shall have the right to enter into an agreement with the owner of Units 54 through 71 (the "***Phase 2 Units***") whereby the owners, tenants, and occupants of the Phase 2 Units may be granted a permanent and perpetual easement and right to use the private roads and shared parking areas and common utilities located within the Project, including, but not limited to the private roads, the shared parking areas, the dog park, the landscaping, the driveways, sidewalks, and walkways, and all infrastructure and improvements related to the foregoing (the "***Project Amenities***"). The use of the Project Amenities by the owners, tenants, and occupants of the Phase 2 Units is subject to the terms and conditions set forth in the easement agreement.

3. **Miscellaneous.** The recitals are hereby incorporated into this Amendment. Any defined terms used herein that are not defined herein shall have the definitions ascribed to them in the Declaration. Except as provided herein, the terms and conditions of the Declaration shall remain the same and in full force and effect and are incorporated herein as amended hereby.

IN WITNESS WHEREOF, Declarant and the Association have executed this Amendment as of the date first above written.

CW The Winnie Partnership, L.P.,
a Delaware limited partnership

By: Darlene Carter
Name (Print): Darlene Carter
Title: Manager

The Winnie Owners Association, Inc.,
a Utah nonprofit corporation

By: Darlene Carter
Name (Print): Darlene Carter
Title: Manager

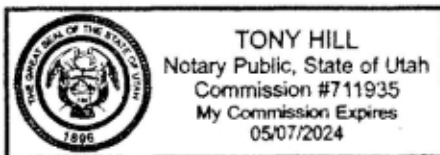
STATE OF UTAH)
) : ss.
COUNTY OF DAVIS)

On this 25 day of JANUARY, 2021, before me TONY HILL, a notary public, personally appeared DARLENE CARTER, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same in his/her capacity as general partner of CW The Winnie Partnership, L.P.

WITNESS my hand and official seal.

Tony Hill
Notary Public

My Commission Expires: 5/7/24



STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 25 day of JANUARY, 2021, before me
TONY HILL, a notary public, personally appeared
DARLENE CARTER, proved on the basis of satisfactory evidence to be the person whose
name is subscribed to in this document, and acknowledged that he executed the same in his
capacity as President of The Winnie Owners Association, Inc., a Utah nonprofit corporation.

WITNESS my hand and official seal.



Notary Public

My Commission Expires: 5/7/24

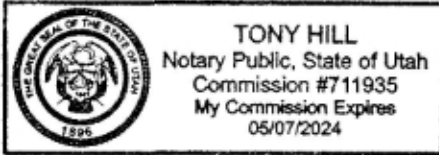


EXHIBIT "A"

Legal Description of Entire Property (Phase 1 and Phase 2)

Phase 1 Property

All of THE WINNIE - P.U.D., according to the official plat on file in the office of the Davis County Recorder.

Including Lots 1 - 53

Parcel Numbers 01-504-0001 through 01-504-0053; 01-504-0055

More particularly described as:

Beginning at a point on the southeasterly right-of-way line of Orchard Drive; said point being South 00°16'44" East along the section line, 915.78 feet and South 89°43'16" West, 869.11 feet from the Northeast corner of Section 1, Township 1 North, Range 1 West, Salt Lake Base and Meridian; and running thence South 49°51'00" East, 158.30 feet; thence North 89°23'41" East, 69.02 feet to a point on the Plum Tree Condominium Phase 1 and Phase 2 westerly boundary line; thence South 00°36'19" East, along said westerly boundary line, 153.68 feet; thence South 89°46'05" West, 34.51 feet; thence South 00°36'19" East, 295.86 feet to a point on a 20.00 foot radius curve to the right; thence 31.55 feet along said curve through a central angle of 90°23'19" (chord bears South 44°34'53" West, 28.38 feet) to a point of tangency on the northerly right-of-way line of 3400 South Street; thence South 89°46'05" West, along said northerly right-of-way line, 236.72 feet to a point on the easterly edge of an existing building and the projection thereof; thence along said existing building easterly edge and projection thereof the following three (3) courses; North 00°25'15" East, 74.00 feet; thence North 89°48'37" West, 0.74 feet; thence North 00°14'28" East, 192.09 feet; thence North 89°54'58" West, 158.35 feet to a point on the southeasterly right-of-way line of Orchard Drive; thence along said southeasterly right-of-way line the following two (2) courses: said point also being on a 583.52 foot radius curve to the right; thence 9.53 feet along said curve through a central angle of 00°56'09" (chord bears North 39°15'57" East, 9.53 feet); thence North 39°44'01" East, 388.11 feet to the point of beginning.

Contains 3.44 Acres

Phase 2 Property

All of THE WINNIE PHASE 2 - P.U.D., according to the official plat on file in the office of the Davis County Recorder.

Including Lots 54 - 71

Parcel Numbers 01-509-0054 Through 01-509-0072

More particularly described as:

All of Lot 54 of The Winnie-P.U.D. a Planned Unit Development, according to the official plat thereof, as recorded in the office of the Davis County Recorder, Entry No. 3166613, in Book 7286 at Page 312; being more particular described as follows:

Beginning at a point on the southeasterly right-of-way line of Orchard Drive; said point being South $00^{\circ}16'44''$ East along the section line, 915.78 feet and South $89^{\circ}43'16''$ West, 869.11 feet from the Northeast corner of Section 1, Township 1 North, Range 1 West, Salt Lake Base and Meridian; and running thence South $49^{\circ}51'00''$ East, 92.16 feet; thence South $40^{\circ}09'00''$ West, 49.80 feet; thence South $00^{\circ}13'46''$ East, 158.00 feet; thence South $89^{\circ}46'14''$ West, 175.95 feet to a point on a 21.00 foot radius curve to the right; thence 16.16 feet along said curve through a central angle of $44^{\circ}04'51''$ (chord bears North $68^{\circ}11'20''$ West, 15.76 feet); thence North $46^{\circ}08'54''$ West, 43.53 feet to a point the southeasterly right-of-way line of Orchard Drive; thence North $39^{\circ}44'01''$ East, along said southeasterly right-of-way line, 286.31 feet to the point of beginning.

Contains: 36,290 Sq. Ft. (or 0.83 Acres)

EXHIBIT "B"

Legal Description of Phase 1 Property

All of THE WINNIE - P.U.D., according to the official plat on file in the office of the Davis County Recorder.

Including Lots 1 - 53

Parcel Numbers 01-504-0001 through 01-504-0053; 01-504-0055

More particularly described as:

Beginning at a point on the southeasterly right-of-way line of Orchard Drive; said point being South 00°16'44" East along the section line, 915.78 feet and South 89°43'16" West, 869.11 feet from the Northeast corner of Section 1, Township 1 North, Range 1 West, Salt Lake Base and Meridian; and running thence South 49°51'00" East, 158.30 feet; thence North 89°23'41" East, 69.02 feet to a point on the Plum Tree Condominium Phase 1 and Phase 2 westerly boundary line; thence South 00°36'19" East, along said westerly boundary line, 153.68 feet; thence South 89°46'05" West, 34.51 feet; thence South 00°36'19" East, 295.86 feet to a point on a 20.00 foot radius curve to the right; thence 31.55 feet along said curve through a central angle of 90°23'19" (chord bears South 44°34'53" West, 28.38 feet) to a point of tangency on the northerly right-of-way line of 3400 South Street; thence South 89°46'05" West, along said northerly right-of-way line, 236.72 feet to a point on the easterly edge of an existing building and the projection thereof; thence along said existing building easterly edge and projection thereof the following three (3) courses; North 00°25'15" East, 74.00 feet; thence North 89°48'37" West, 0.74 feet; thence North 00°14'28" East, 192.09 feet; thence North 89°54'58" West, 158.35 feet to a point on the southeasterly right-of-way line of Orchard Drive; thence along said southeasterly right-of-way line the following two (2) courses: said point also being on a 583.52 foot radius curve to the right; thence 9.53 feet along said curve through a central angle of 00°56'09" (chord bears North 39°15'57" East, 9.53 feet); thence North 39°44'01" East, 388.11 feet to the point of beginning.

Contains 3.44 Acres

EXHIBIT "C"

Legal Description of Phase 2

All of THE WINNIE PHASE 2 - P.U.D., according to the official plat on file in the office of the Davis County Recorder.

Including Lots 54 - 71

Parcel Numbers 01-509-0054 Through 01-509-0072

More particularly described as:

All of Lot 54 of The Winnie-P.U.D. a Planned Unit Development, according to the official plat thereof, as recorded in the office of the Davis County Recorder, Entry No. 3166613, in Book 7286 at Page 312; being more particular described as follows:

Beginning at a point on the southeasterly right-of-way line of Orchard Drive; said point being South 00°16'44" East along the section line, 915.78 feet and South 89°43'16" West, 869.11 feet from the Northeast corner of Section 1, Township 1 North, Range 1 West, Salt Lake Base and Meridian; and running thence South 49°51'00" East, 92.16 feet; thence South 40°09'00" West, 49.80 feet; thence South 00°13'46" East, 158.00 feet; thence South 89°46'14" West, 175.95 feet to a point on a 21.00 foot radius curve to the right; thence 16.16 feet along said curve through a central angle of 44°04'51" (chord bears North 68°11'20" West, 15.76 feet); thence North 46°08'54" West, 43.53 feet to a point the southeasterly right-of-way line of Orchard Drive; thence North 39°44'01" East, along said southeasterly right-of-way line, 286.31 feet to the point of beginning.

Contains: 36,290 Sq. Ft. (or 0.83 Acres)