

Ent 552112 Bk 1494 Pg 81-85
Date: 04-NOV-2024 4:30:03PM
Fee: \$56.00 Check Filed By: CO
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: WINTERTON FARMS HOA

October 2024

This Fifth Amendment
to the
**Declaration of Protective Easements, Covenants,
Conditions and Restrictions**
of
Winterton Farms at Charleston

This Fifth Amendment to the Declaration of Protective Easements, Covenants, Conditions and Restrictions of Winterton Farms at Charleston ("Declaration"), which was recorded in the Wasatch County Recorder's office on August 10, 2001, as entry number 235857; and

WHEREAS, the property that is subject to this Amendment is situated in and upon certain real property located in Wasatch County, State of Utah, as specifically described in Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, the Lot Owners within the Winterton Farms at Charleston Subdivision ("Winterton Farms") have determined it is in the best interest of the Winterton Farms Home Owners Assn (the "Association") to amend the Declaration, and any amendments to the Declaration, as set forth below.

THEREFORE, to accomplish the Lot Owners' objectives, the following amendments are adopted and shall be recorded as restrictive covenants against the property described in Exhibit "A", attached hereto. Unless the context clearly indicates otherwise, those terms used in the Declaration shall have the same meaning when used in this Amendment.

AMENDMENTS

The statements contained in the above Recitals are hereby incorporated. The words defined in the Declaration shall have the same meaning when used herein unless the context clearly requires a different meaning. If there is any conflict between the requirements found in this Amendment and those found in the Declaration or the subsequent First, Second, Third or Fourth Amendments to the Declaration (collectively the "Subsequent Amendments"), the language in this Fifth Amendment shall control.

The Lot Owners hereby amend the Declaration and Subsequent Amendments referenced above as follows:

3.4 General Upkeep and Maintenance. (Addition to section). Owners shall keep their Lots reasonably clear of weeds and trash... (addition) and Lots shall be mowed at least twice yearly no later than June 15th and September 15th.

3.14 (b) Barns and Stables (setbacks). This section and the Second Amendment section 3.14 (b) are both entirely removed, and barn and stable setbacks are consolidated into 3.14 (c) for consistency.

3.14 (c) Other Outbuildings. Heading title shall be changed to "Barns, Stables and Other Outbuildings." The existing setbacks defined in 3.14 (c) shall apply to all barns, stables and other outbuildings.

Clerical Correction: Both the Second Amendment and the Fourth Amendment incorrectly numbered the section for "Access Drives" as 3.9 and 3.18 which sections are already assigned to other topics. This Fifth Amendment corrects this error by numbering "3.20 Access Drives" and retains the definition from the Second Amendment.

3.21 Landscape Buffer. (New Addition) Notwithstanding any provision in the Declaration to the contrary, each owner shall plant and maintain a landscaping buffer in the area between their driveway and the nearest property line adjacent to the driveway. Before installing or making changes to a landscaping buffer, the owner shall obtain written approval from the DRC.

9.8 Notice of Meetings. (Addition to section). ...The mailing of notice by prepaid U.S. Mail or by Delivery in person, ...(addition) "or by electronic means such as email"... shall be considered notice served.

12.1 Notices. (Addition to section). ...Notwithstanding any language to the contrary contained in this Declaration, any notice required or permitted to be given to any Owner according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, or mailed, to the Owner, at the latest email or mailing address for such person appearing in the records of the Association at the time notice is sent.

3.22. View Corridor

(a) **Protection of View Corridor.** As stated in Paragraph 1.1 and Article II of the Declaration, one of the primary purposes of the Declaration is to preserve and protect each Lot's View Corridor. The View Corridor for each Lot is defined as "the width (not to exceed 150 feet) of the residential living area on any Lot when looking from the center of such width in a south/southwesterly direction towards Mt. Timpanogas, the highest point of Mt Timpanogas being aligned with the center of such living area's width measurement." The Owners intend to clarify and enhance the View Corridor protections outlined in the Declaration. To accomplish this, the following provisions are adopted:

1. To preserve the View Corridor on each Lot, no Owner shall construct any building or permit any vegetation on their Lot to intrude into a neighboring Lot's View Corridor.
2. If two Lots are directly adjacent, and if the View Corridor for one Lot extends into a neighboring Lot, that View Corridor includes an area starting at 15 feet above ground level at the shared property line, extending diagonally to a height of 35 feet above ground level at a distance of 50 feet from the property line on the neighboring Lot. For areas located more than 50 feet from the property line, the View Corridor shall include the air space located more than 35 feet above ground level.

(b) **Grandfathered Structures.** Any structure previously approved by the Board or the Design Review Committee (DRC) that intrudes into another Lot's View Corridor is considered "grandfathered" and shall not be deemed in violation of these View Corridor restrictions. This exemption does not apply to vegetation, which must comply with the current standards.

(c) **Enforcement.** If any Owner constructs a building or allows vegetation on their Lot to interfere with another Owner's View Corridor, the affected Owner or the Association may initiate legal action to enforce the View Corridor protections. In such cases, the prevailing party shall be entitled to an award of attorney's fees and costs.

11.13 Effect of Nonpayment; Remedies. This section shall be amended by deleting the language ... "shall be subject to a late charge not to exceed 5% thereof" ..., and replacing it with ... "shall be subject to a late charge of \$50 per month" ...

CERTIFICATION

It is hereby certified that owners holding at least sixty percent (60%) of the total outstanding votes in the Association have voted to approve this Amendment

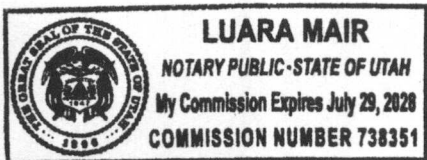
IN WITNESS WHEREOF, this 3 day of Nov, 2024. **Winterton Farms Home Owners Assn.**

By [Signature]
President

By [Signature]
Secretary

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

On this 3 day of November, 2024, personally appeared before me Luara Mair, who, being by me duly sworn, did say that (s)he is President of the Winterton Farms Home Owners Assn, a Utah nonprofit corporation, and that the within and foregoing instrument was signed in behalf of said Association and (s)he duly acknowledged to me (s)he executed the same.



[Signature]
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

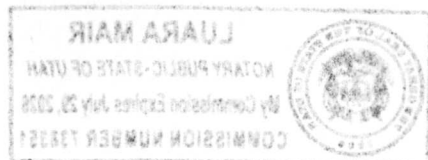


EXHIBIT "A"

LEGAL DESCRIPTION

All of Lots 3 through 20, Winterton Farms at Charleston, according to the official plat thereof as recorded in the office of the Wasatch County Recorder.

20-0998 through 20-1015