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RECORDER, SALT LAKE COUNTY, UTAH
JAMES R BLAKESLEY
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SLC UT 84109
BY: SLH, DEPUTY - WI 8 P.

WHEN RECORDED RETURN TO:
James R. Blakesley
Attorney at Law
2595 East 3300 South
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**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TAYLORS COVE P.U.D. SUBDIVISION
AND
TAYLORS PARK P.U.D. SUBDIVISION**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Taylors Cove P.U.D. Subdivision and Taylors Park P.U.D. Subdivision, dated for reference December 31, 2001, is executed by the Taylors Cove and Park Homeowners Association, of 1038 Taylors Park Circle, Salt Lake City, Utah 84123 (the "Master Association").

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions for Taylors Cove P.U.D. Subdivision and Taylors Park P.U.D. Subdivision (collectively, Project) was recorded in the office of the County Recorder of Salt Lake County, Utah on May 18, 1998 as Entry No. 6965705 in Book 7979 at Page 2304 of the official records (the "Declaration").

B. Management and control of the Project has since been transferred by the Developer to the Association.

C. Taylors Cove P.U.D. Subdivision (hereinafter referred to as TAYLORS COVE) and Taylors Park P.U.D. Subdivision (hereinafter referred to as TAYLORS PARK) are two separate and distinct neighborhoods which do not connect or share any common areas and facilities.

D. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference.

E. All of the voting requirements of Section 39 of the Declaration have been satisfied and this amendment has been approved in writing by at least a majority of the lot owners.

F. The undersigned desires to amend the Declaration in order to create and establish two neighborhood associations to govern each of the individual subdivisions.

AMENDMENT

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners thereof, the Association hereby executes this Amendment to the Declaration of Covenants, Conditions and Restrictions for Taylors Cove P.U.D. Subdivision and Taylors Park

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P.U.D. Subdivision for and on behalf of all of the lot owners in the Project.

1. **Section 1(a) of the Declaration** is hereby deleted in its entirety and the following language is substituted in lieu thereof:

a. **Architectural Review Committee** or **ARC** shall mean and refer to the following: (1) For TAYLORS COVE, the TAYLORS COVE MANAGEMENT COMMITTEE; and (2) For TAYLORS PARK, the TAYLORS PARK MANAGEMENT COMMITTEE.

2. **Section 1(c) of the Declaration** is hereby deleted in its entirety and the following language is substituted in lieu thereof:

c. **Association** shall mean and refer to the following: (1) For TAYLORS COVE, the TAYLORS COVE HOA; and (2) For TAYLORS PARK, the TAYLORS PARK HOA.

3. **Section 1 (f) of the Declaration** is hereby deleted in its entirety and the following language is substituted in lieu thereof:

f. **Management Committee** shall mean and refer to the following: (1) For TAYLORS COVE, the TAYLORS COVE MANAGEMENT COMMITTEE; and (2) For TAYLORS PARK, the TAYLORS PARK MANAGEMENT COMMITTEE.

4. **Additional Subsections to Section 1 of Declaration.** The following new subsections are hereby added to Section 1 of the Declaration:

s. **Neighbor** shall mean and refer to: (1) For TAYLORS COVE, a lot owner at TAYLORS COVE; or (2) For TAYLORS PARK, a lot owner at TAYLORS PARK.

t. **Neighborhood** shall mean and refer to either TAYLORS COVE or TAYLORS PARK, as the context requires.

u. **Neighborhood Assessment** shall mean and refer to any assessment charged by a Neighborhood Association to pay for Neighborhood Common Expenses.

v. **Neighborhood Association** shall mean and refer to the owners in a Neighborhood acting as a group in accordance with the Declaration.

w. **Neighborhood Common Expenses** shall mean and refer to the actual and estimated expenses incurred or anticipated to be incurred by a Neighborhood Association for the benefit of the lot owners within the Neighborhood, including each Neighborhood's share of any expense common to more than one Neighborhood.

x. **Neighborhood Management Committee** shall mean and refer to the lot owners elected to administer the Neighborhood Association.

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y. **TAYLORS COVE HOA** shall mean and refer to the TAYLORS COVE HOMEOWNERS ASSOCIATION, INC., a Utah non-profit corporation, consisting of all of the owners of lots in TAYLORS COVE acting as a group and as a Neighborhood Association in accordance with the Declaration, as amended hereby.

y. **TAYLORS PARK HOA** shall mean and refer to the TAYLORS PARK HOMEOWNERS ASSOCIATION, INC., a Utah non-profit corporation, consisting of all of the owners of lots in TAYLORS PARK acting as a group and as a Neighborhood Association in accordance with the Declaration, as amended hereby.

5. **Section 21 of the Declaration** is deleted in its entirety and the following language is substituted in lieu thereof:

21. Composition of Neighborhood Management Committees.

a. The TAYLORS COVE MANAGEMENT COMMITTEE shall consist of three (3) volunteer lot owners elected by their neighbors at TAYLORS COVE, subject only to the right of the Developer to appoint one of the three members.

b. The TAYLORS PARK MANAGEMENT COMMITTEE shall consist of three (3) volunteer lot owners elected by their neighbors at TAYLORS PARK, subject only to the right of the Developer to appoint one of the three members.

6. **Section 37 of the Declaration** is deleted in its entirety and the following language is substituted in lieu thereof:

37. Maintenance of Common Areas and Facilities.

a. TAYLORS COVE HOA shall maintain, repair, and replace, as may be needed from time to time, the common elements located within its Neighborhood, including without limitation the two flowerbeds and monuments, the cost of which shall be a Neighborhood Common Expense.

b. TAYLORS PARK HOA shall maintain, repair, and replace, as may be needed from time to time, the common elements located within its Neighborhood, including the flowerbed and monument, the cost of which shall be a Neighborhood Common Expense.

7. **Additional Sections to Declaration.** The following new Sections are hereby added to the Declaration.

41. **Membership in Neighborhood.** Every lot owner shall be a member of his Neighborhood Association. Membership is mandatory and may not be separated from the lot.

42. **Neighborhood Common Expenses.** Neighborhood Common Expenses shall be divided equally among all of the owners of lots in the Neighborhood.

43. **Collection of Neighborhood Assessments.** Each lot owner is personally obligated to pay his share of his Neighborhood Common Expenses. The Neighborhood Management Committee may charge a late fee of up to twenty-five dollars (\$25.00) or five percent (5%) of the delinquent amount, whichever is greater. A finance charge of up to one and one-half percent (1.5%) per month may be assessed by the Neighborhood Management Committee on all accounts thirty (30) days or more past due. If any lot owner fails or refuses to make any payment of any Neighborhood Assessment or his portion of the Neighborhood Common Expenses when due, that amount shall constitute a lien on the interest of the lot owner in the Project, and upon the recording of notice of lien it is a lien upon the lot owner's interest in the Project prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the lot in favor of any assessing unit or special improvement district; and (2) encumbrances on the interest of the lot owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances. No lot owner may waive or otherwise exempt himself from liability for the Neighborhood Assessments provided for herein, including but not limited to the non-use of common areas or the abandonment of his lot.

44. **Abatement of Assessments.** No reduction or abatement of Neighborhood Assessments shall be claimed or allowed by reason of any alleged failure of the Neighborhood Association to take some action or perform some function required to be taken or performed by the Neighborhood Association under this Declaration or the By Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Neighborhood Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Neighborhood Assessments being a separate and independent covenant on the part of each Owner.

45. **Books and Records.** The books and records of the Neighborhood Association shall be available for review, inspection, and copying by lot owners and/or mortgagees upon reasonable notice and during regular business hours.

46. **Enforcement of Use Restrictions.** Each Neighborhood Association is authorized and empowered to reasonably enforce the Declaration, as amended, including by way of illustration but not limitation all of the use restrictions set forth in the Declaration, affecting the Neighborhood and, if the circumstances require, may obtain injunctive relief or damages, including a reasonable attorneys fee incurred in interpreting or enforcing the Declaration (as amended), regardless of whether a lawsuit is filed.

47. **Rules and Regulations.** Each Neighborhood Management Committee may adopt and enforce reasonable administrative and house rules and regulations to govern its Neighborhood, and to administer the Declaration (as amended) within the Neighborhood.

48. **Delegation of Master Association's Powers, Duties and Responsibilities.** The Master Association hereby delegates all of its rights, powers, and duties as follows: (a) For TAYLORS COVE, to the TAYLORS COVE HOA; and (b) For TAYLORS PARK, to the

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TAYLORS PARK HOA.

49. Delegation of Management Committee's Powers, Duties and Responsibilities.

The Management Committee for the Master Association hereby delegates all of its rights, powers, and duties as follows: (a) For TAYLORS COVE, to the TAYLORS COVE MANAGEMENT COMMITTEE; and (b) For TAYLORS PARK, to the TAYLORS PARK MANAGEMENT COMMITTEE.

50. Annual Meeting. Each Neighborhood Association shall meet at least once annually at a time and place determined by the Neighborhood Management Committee.

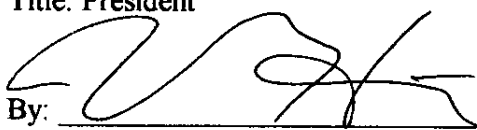
8. Construction and Interpretation of Amendment. It is expressly agreed by the undersigned that this amendment is supplemental to the original Declaration, which is by reference made a part hereof, and all the terms, conditions, and provisions thereof, unless specially modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein. In the event of any conflict, inconsistency, or incongruity between the terms of the original Declaration and the terms hereof, the latter shall in all respects govern and control.

9. Effective Date. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above written.

TAYLORS COVE AND PARK HOMEOWNERS ASSOCIATION

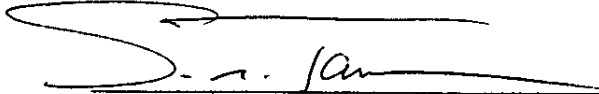
By: 
Name: Traci England-Nelson
Title: President


By: _____
Name: Victor Hill
Title: Secretary

ACKNOWLEDGMENT

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 30 day of January, 2002, personally appeared before me Traci England-Nelson and Victor Hill, who by me being duly sworn, did say that they are the President and Secretary of the TAYLORS COVE AND PARK HOMEOWNERS ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its Management Committee, and said Traci England-Nelson and Victor Hill duly acknowledged to me that said Association executed the same.



NOTARY PUBLIC
Residing At:
Commission Expires:

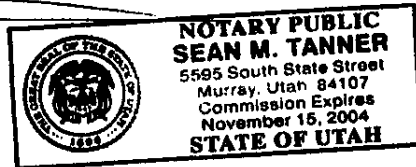


EXHIBIT "A"
LEGAL DESCRIPTION

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Parcel No.	Subdivision (Neighborhood)	Lot No.
21-11-203-004-0000	TAYLORS PARK	1
21-11-203-005-0000	TAYLORS PARK	2
21-11-203-006-0000	TAYLORS PARK	3
21-11-203-007-0000	TAYLORS PARK	4
21-11-203-008-0000	TAYLORS PARK	5
21-11-203-009-0000	TAYLORS PARK	6
21-11-203-010-0000	TAYLORS PARK	7
21-11-203-011-0000	TAYLORS PARK	8
21-11-203-012-0000	TAYLORS PARK	9
21-11-130-028-0000	TAYLORS PARK	10
21-11-130-027-0000	TAYLORS PARK	11
21-11-130-026-0000	TAYLORS PARK	12
21-11-130-025-0000	TAYLORS PARK	13
21-11-130-024-0000	TAYLORS PARK	14
21-11-130-023-0000	TAYLORS PARK	15
21-11-130-016-0000	TAYLORS PARK	16
21-11-130-017-0000	TAYLORS PARK	17
21-11-130-018-0000	TAYLORS PARK	18
21-11-130-019-0000	TAYLORS PARK	19
21-11-130-022-0000	TAYLORS PARK	20
21-11-130-021-0000	TAYLORS PARK	21
21-11-130-020-0000	TAYLORS PARK	22
21-11-130-015-0000	TAYLORS PARK	23
21-11-130-014-0000	TAYLORS PARK	24
21-11-206-015-0000	TAYLORS COVE PH 1	1
21-11-206-016-0000	TAYLORS COVE PH 1	2
21-11-206-017-0000	TAYLORS COVE PH 1	3
21-11-206-018-0000	TAYLORS COVE PH 1	4
21-11-206-019-0000	TAYLORS COVE PH 1	5
21-11-206-020-0000	TAYLORS COVE PH 1	6
21-11-206-021-0000	TAYLORS COVE PH 1	7
21-11-206-022-0000	TAYLORS COVE PH 1	8
21-11-206-023-0000	TAYLORS COVE PH 1	9
21-11-206-024-0000	TAYLORS COVE PH 1	10
21-11-206-025-0000	TAYLORS COVE PH 1	11
21-11-206-026-0000	TAYLORS COVE PH 1	12
21-11-206-027-0000	TAYLORS COVE PH 1	13

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21-11-276-003-0000 TAYLORS COVE PH 1	14
21-11-276-004-0000 TAYLORS COVE PH 1	15
21-11-230-011-0000 TAYLORS COVE PH 1	16
21-11-230-010-0000 TAYLORS COVE PH 1	17
21-11-230-009-0000 TAYLORS COVE PH 1	18
21-11-230-006-0000 TAYLORS COVE PH 1	19
21-11-230-007-0000 TAYLORS COVE PH 1	20
21-11-230-008-0000 TAYLORS COVE PH 1	21
21-11-227-029-0000 TAYLORS COVE PH 1	22
21-11-227-028-0000 TAYLORS COVE PH 1	23
21-11-227-027-0000 TAYLORS COVE PH 1	24
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21-11-227-025-0000 TAYLORS COVE PH 1	26
21-11-227-022-0000 TAYLORS COVE PH 1	27
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21-11-227-020-0000 TAYLORS COVE PH 1	31
21-11-227-019-0000 TAYLORS COVE PH 1	32
21-11-251-005-0000 TAYLORS COVE PH 1	33
21-11-251-004-0000 TAYLORS COVE PH 1	34
21-11-251-003-0000 TAYLORS COVE PH 1	35
21-11-251-002-0000 TAYLORS COVE PH 1	36
21-11-251-007-0000 TAYLORS COVE PH 1	37
21-11-251-008-0000 TAYLORS COVE PH 1	38
21-11-251-009-0000 TAYLORS COVE PH 1	39

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