

9528914
10/20/2005 02:45 PM \$48.00
Book - 9205 Pg - 8577-8579
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
M & M MGMT
948 E 7145 S STE C102
84047 Midvale UT
DEPUTY - WI 3 P. By SBM

**AMENDMENTS
TO
AMENDED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RESERVATION OF EASEMENT
FOR
WHITE PINES TOWNHOMES, P.U.D.
PHASES I&II**

THIS AMENDMENT is made effective the 15th day of October, 2005 to the original Declaration recorded on September 23, 2003 recorded in Book 8885 beginning with Page 7474 in the official records of the office of the County Recorder of Salt Lake County, State of Utah.

RECITALS

WHEREAS, WHITE PINES TOWNHOMES, P.U.D., PHASES I&II (the original Declarant) located in Salt Lake County, State of Utah as more particularly described in that certain plat map entitled WHITE PINES TOWNHOMES, P.U.D., PHASES I&II, a Planned Unit Development, recorded on ~~1/Feb, 25, 97-2/4-27-98~~ as Entry 6578979 - 6942125 in the official records of the office of the County Recorder of Salt Lake County, State of Utah (the "Plat Map"); and

WHEREAS, WHITE PINES TOWNHOMES, P.U.D., PHASES I&II, pursuant to the provisions of the original Declaration, created a homeowners association to which was to be delegated and assigned the powers of owning, maintaining and administering the common areas, private roadways and certain other improvements in the Property and administering and enforcing the covenants, conditions and restrictions ("CC&R's"), and collecting and disbursing the assessments and charges thereafter created; and

WHEREAS, the original Declarant may execute, acknowledge, and record "Amendments" to the CC&R's so long as the Declarant owns all the real property to be affected by such ; and

WHEREAS, all of the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following Amendments, and the original CC&R's, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, or any portion thereof and each and all of which is and are for the benefit of and shall pass with the Property, and each and every parcel or Lot thereof, and shall apply to and bind the successors in interest, and any Owner thereof; and

NOW THEREFORE, the following Amendments to the Declaration of Covenants, Conditions and Restrictions, along with the original CC&R's of WHITE PINES TOWNHOMES, P.U.D., PHASES I&II, shall govern the rights and obligations of the present and future Owners of the Lots and homes in WHITE PINES TOWNHOMES, P.U.D.,

PHASES I&II, and of the Association and its Board and the original Declarant, and; the Amended Declaration recorded on September 23, 2003 recorded in Book 8885 beginning with Page 7474 in the official records of the office of the County Recorder of Salt Lake County, State of Utah are hereby amended, effective as of the 15th day of October 2005, as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Except as specifically amended as set forth in Exhibit, all terms, covenants, conditions and restrictions set forth in the original Declaration shall remain in full force and effect.

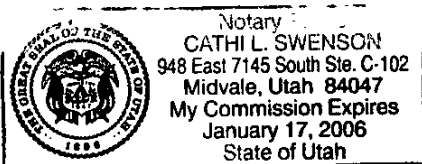
DATED this 18th day of October, 2005.

WHITE PINES TOWNHOMES, P.U.D., PHASES I&II:

By *Marty Cocozza*
Marty Cocozza, President

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 18th day of October 2005, personally appeared before me BOB ZIEGLER, being by me duly sworn; and the said individual did say that he is the President of the WHITE PINES TOWNHOMES, P.U.D., PHASES I&II, and that the within and foregoing Amendments, attached as Exhibit "A" to this document, were signed in behalf of the said Association.



Cathi L Swenson
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:

Jan. 17, 2006

III, COVENANTS CONDITIONS AND RESTRICTIONS

Paragraph 6. Leases

No Unit may be leased, rented or occupied if the lease, rental or occupancy of that Unit, in the aggregate with all other Units in the Project, would amount to more than **10%** of the Units being classified as non-owner occupied.