



W1859755

AMENDED PROTECTIVE COVENANTS

This amended declaration made this 2 day of June, 2002, by more than fifty percent (50%) of the land owners in the above named subdivision hereinafter called DECLARENTS,

WHEREAS, the existing Protective Covenants on Woodland Estates, Subdivision No. 2, are over forty (40) years old, and were declared in January of 1959 by the original subdivision owners, George R. Wright and Valerie S. Wright, recorded in Weber County Recorder's Office, Book 602, page 33 et seq, and have been in effect since such time.

WHEREAS, many of its provisions are out dated, and

WHEREAS, the Architectural Control Committee has failed to exist for many years, and

WHEREAS, the fire danger is extreme in the area and some provisions of those old Protective Covenants encourage preservation of fire hazards; the old dead oak trees and under growth in the subdivision pose a safety and fire hazard.

WHEREAS, the owners agree that the natural oak in the subdivision is an important aspect of the properties in the subdivision and should remain in its natural state where practical, safe, and aesthetically pleasing to the owners of the property; with out undo restrictions.

NOW THEREFORE, the Protective Covenants are hereby amended to read as follows;

WITNESSETH

Whereas Declarents are over fifty percent (50%) the owners of the real property described in Clause I of this declaration, and are desirous of subjecting real property described in said Clause I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, as amended, each and all which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, shall apply to and bind the successors in interest and any owner thereof.

NOW THEREFORE, the undersigned hereby declare that the real property described in and referred to in Clause I hereof is and shall be held transferred, sold, and conveyed subject to the amended conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

CLAUSE I

The real property which is, and shall be, held and shall be conveyed, transferred and sold

E# 1859755 BK2244 PG2536
DOUG CROFTS, WEBER COUNTY RECORDER
08-JUL-2002 851 AM FEE \$87.00 DEP JPM
REC FOR: SCOTT.COPE

subject to the conditions restrictions covenants reservations easements, lines and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this declaration is located in the County of Weber, State of Utah and is more particularly described as follows, to-wit,

07-089-0001-0010
07-089-0012-0020
07-089-0023-0029
0031-0033
0035-0037
0039-0040
0043

All of WOODLAND ESTATES SUBDIVISION NO.2, according to the official plat thereof, as recorded in the Weber County Recorders Office in the County Recorder, Weber County, State of Utah, except Lot No. 43 of said Plat.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

The Declarants, may from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, liens, and charges herein set forth by appropriate reference hereto.

CLAUSE II

The real property described in Clause I hereof is subjected to the covenants restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and most appropriate development and improvement of each building site thereof; to protect the owners of the building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and the best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$150,000.00 based upon cost levels prevailing on the date these covenants

are recorded, it being the intention of the purpose of the of the covenant to assure that all dwelling shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated.

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot where not shown.

NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, other than as provided in Section A.

ARCHITECTURAL CONTROL COMMITTEE. MEMBERSHIP. The Architectural Control Committee under paragraph G, is hereby revoked. By revoking the Architectural Control Committee under paragraph G located on Book 602, page 35, paragraph H, is hereby revoked.

GENERAL PROVISIONS. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of these amended covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by majority of the then owners of the lots has been recorded, agreeing, to change said covenants in whole or in part. Unless amended by a majority of the existing home owners in said subdivision.

ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Any property owner affected by any violation of these covenants is hereby authorized and empowered to bring action either in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

LANDSCAPE ARCHITECTURAL CONTROL COMMITTEE is hereby revoked, reference book 602, page 37.

SEVERABILITY. Invalidation of any one of these covenants by judgement or court

order shall in no wise affect any of the other provisions which shall remain in full force and effect.

GARBAGE AND REFUSAL DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean sanitary condition.

LANDSCAPING. Each home shall be landscaped within three (3) years after the erection of the home and the landscaping shall be consistent with the presently developed lots. Many of the lots subject to these covenants have substantial growth of natural oak-brush and the cutting of oak-brush is discouraged except such cutting as is necessary for the location of the residence, building of driveways and the esthetic landscaping of said lot, and other necessary access to the residence, and such other purposes as may be consistent with the current landscaping practices in the general area.

PROCEDURE. In the event no suit to enjoin the construction or action here under complained of has been commenced within thirty (30) days after the commencement thereof, the related covenants shall be deemed to have been fully complied with.

IN WITNESS WHEREOF, for the purpose heretofore stated, we, the undersigned being over fifty percent (50%) owners of all the land hereinbefore described, have executed these Amended Protective Covenants this day of June, 2002., revoking the existing Protective Covenants and approving the above Amended Protective Covenants.

E# 1859755 BK2244 P62539

Lot 25, Tax ID # 07-089-0001, Larry B. Mckenzie and Marla Mckenzie.

Lot 26, Tax ID # 07-089-0002, Jeremiah P. Smedra and Gabrielle P. Smedra.

Lot 27, Tax ID # 07-089-0003, J. Dee Gorder and Karen C. Gorder.

Lot 28, Tax ID # 07-089-0004, John E. Gordanier and Kim Kawaguchi.

Lot 29, Tax ID # 07-089-0005, Robin L. Evans and Cindy Evans.

Robin L. Evans *Cindy Evans*

Lot 30, Tax ID # 07-089-0006, John D. Clarke and Shelley B. Clark.

See Attached

Lot 31, Tax ID # 07-089-0007, T. Ramakrishna Reddy.

T. Ramakrishna Reddy

Lot 32, Tax ID # 07-089-0008, Terri Lee Totzke, John Henry Totzke, Michael Thomas Totzke and David Christian Totzke.

Lot 33, Tax ID # 07-089-0009, Jean E. Hudson.

Part of Lot 34, Tax ID # 07-089-0010, The Dean Welton Tanner Family Trust.

Lot 35, Tax ID # 07-089-0012, and part of Lot 34, Tax ID # 07-089-0011, Ross A. Loevy and Laurie J. Spinks-Loevy.

Lot 36, Tax ID # 07-089-0014, and part of lot 35 Tax ID # 07-089-0013, Scott D. Cope and Malynda S. Cope.

Malynda S. Cope

Lot 37, Tax ID # 07-089-0015, Glenn L. Slater and Diane M. Slater, Trustees of the Slater Revocable Trust.

See Attached

Lot 38, Tax ID # 07-089-0016, Jason T. Moon and Jada Wright.

Jason Moon Jada Wright AKA Jada Wright Moon

Lot 39, Tax ID # 07-089-0017, Craig S. Thornock and Susan B. Thornock.

See Attached

Lot 40, Tax ID # 07-089-0018, Donna F. Phillips Revocable Trust.

Donna F. Phillips (Trustee)

Lot 41, Tax ID # 07-089-0019, Rodney M. Egan and Deborah J. Egan.

Lot 42, Tax ID # 07-089-0020, William Roberts.

Will C Roberts

Lot 43 Excepted From Original Restrictive Covenants (Tax ID #'s 07-089-0022, 07-089-0021 and 07-089-0034).

Lot 44, Russell C. Maughan and Gina L. Maughan, as Trustees.

Russell Maughan Gina L Maughan
Trustee Trustee

Lot 45, Tax ID # 07-089-0024, Michael J. Sheets.

See Attached.

Lot 46, Tax ID # 07-089-0025, Lester T. Wolfe and Jennette L. Wolfe.

Lester Wolfe Jennette Wolfe

Lot 47, Tax ID # 07-089-0027, Karine Q. Christopoulos.

Karine Q. Christopoulos

Part of Lot 48 and 50, Tax ID # 07-089-0028, Pamela J. Parkinson as Trustee of the Pamela J. Parkinson Revocable Trust.

Pamela J. Parkinson Trustee

Part of Lot 48 and 49, Tax ID # 07-089-0043, Sunrise Investments, Inc.

[Handwritten signature]
PRESIDENT

Part of Lot 49, Tax ID # 07-089-0029, The Ogden Valley Land Trust.

Lot 50 (Now known as Roberts Subdivision of Lot 50, Woodland estates Unit 2 lots 1&2), Colleen C. Harris.

[Handwritten signature]

Lot 51, Scott Baker Construction, Inc.

Part of Lot 52, Tax ID # 07-089-0032, Dennis Miconi and Peggy Miconi.

[Handwritten signature] *[Handwritten signature]*

Part of Lot 52 and all of lot 53, Tax ID # 07-089-0033, Lewis E. Harper and Bonnie Harper.

[Handwritten signature] *[Handwritten signature]*

ACKNOWLEDGMENT

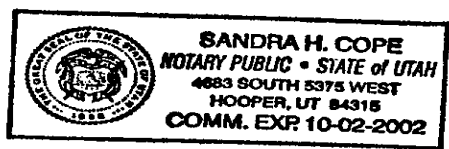
STATE OF UTAH)
(ss.
COUNTY OF WEBER)

On the 6th day of July, 2002, personally appeared before me Robin L. Evans and Cindy Evans, the signer (s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

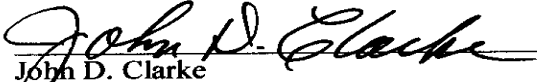


NOTARY PUBLIC

My Commission Expires: 10/2/2002
Residing at: Hooper UT



Lot 30, Tax ID # 07-089-0006, John D. Clarke and Shelley B. Clarke


John D. Clarke


Shelley B. Clarke

ACKNOWLEDGMENT

STATE OF UTAH)
 (ss.
COUNTY OF WEBER)

On the 7th day of July, 2002, personally appeared before me John D. Clarke and Shelley B. Clarke, the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



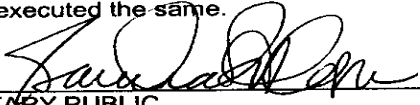

NOTARY PUBLIC

My Commission Expires:
Residing at:

ACKNOWLEDGMENT

STATE OF UTAH)
 (ss.
COUNTY OF WEBER)

On the 6th day of July, 2002, personally appeared before me T. Ramakrishna Reddy, the signer (s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC

My Commission Expires: 10/2/2002
Residing at: Hooper Utah



ACKNOWLEDGMENT

STATE OF UTAH)
 (ss.
COUNTY OF WEBER)

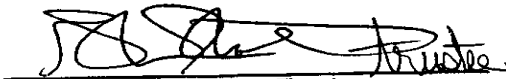
On the 10 day of July, 2002, personally appeared before me Scott D. Cope and Malynda S. Cope, the signer (s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

Shawna Lobato
NOTARY PUBLIC

My Commission Expires: 4-6-05
Residing at: SO. Weber Utah



Lot 37, Tax ID # 07-089-0015


Glenn L. Slater, Trustee


Diane M. Slater, Trustee

ACKNOWLEDGMENT

STATE OF ~~UTAH~~ *Massachusetts*
COUNTY OF ~~WEBER~~ *Suffolk^{ss.}*

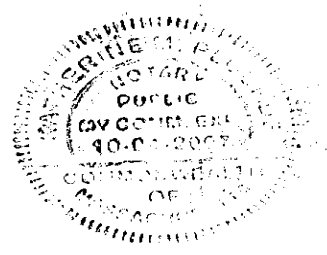
On the 5th day of July, 2002, personally appeared before me Glenn L. Slater and Diane M. Slater, Trustees of the Slater Revocable Trust, the signer (s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

October 4, 2007

My Commission Expires:
Residing at:


NOTARY PUBLIC

KATHERINE M. PLOURDE
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 10-04-2007

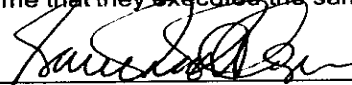


E# 1859755 BK2244 P62547

ACKNOWLEDGMENT

STATE OF UTAH)
 (ss.
COUNTY OF WEBER)

On the 2nd day of July, 2002, personally appeared before me Jason T. Moon and Jada Wright, the signer (s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC

My Commission Expires: 10/2/2002
Residing at: Hooper Utah



Lot 39, Tax ID # 07-089-0017, Craig S. Thornock and Susan B. Thornock

Craig S. Thornock Susan B. Thornock
Craig S. Thornock Susan B. Thornock

ACKNOWLEDGMENT

STATE OF UTAH)
 (ss.
COUNTY OF WEBER)

On The 7th day of July, 2002, personally appeared before me Craig S. Thornock and Susan B. Thornock, the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

[Handwritten Signature]
NOTARY PUBLIC

My Commission Expires:
Residing at:




E# 1859755 BK2244 P62549

ACKNOWLEDGMENT

STATE OF UTAH)
 (ss.
COUNTY OF WEBER)

On the 2nd day of July, 2002, personally appeared before me Donna F. Phillips, Trustee of the Donna F. Phillips Revocable Trust, the signer (s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC

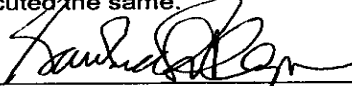
My Commission Expires: 10/2/2002
Residing at: Hooper, Utah



ACKNOWLEDGMENT

STATE OF UTAH)
 (ss.
COUNTY OF WEBER)

On the 2nd day of July, 2002, personally appeared before me William Roberts, the signer (s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC

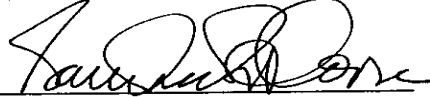
My Commission Expires: 10/2/2002
Residing at: Hooper UT



ACKNOWLEDGMENT

STATE OF UTAH)
 (ss.
COUNTY OF WEBER)

On the 7th day of July, 2002, personally appeared before me Russell C. Maughan and Gina L. Maughan as trustees of the Russell C. Maughan Revocable Trust and as trustess of the Gina L. Maughan Revocable Trust, the signer (s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC

My Commission Expires: 10/2/2002
Residing at: Hooper UT



Lot 45, Tax ID # 07-089-0024, Michael J. Sheets

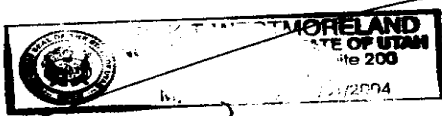


Michael J. Sheets


ACKNOWLEDGMENT

STATE OF UTAH)
 (ss.
COUNTY OF WEBER)

On The 7th day of July, 2002, personally appeared before me Michael J. Sheets the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



R.T.W.


NOTARY PUBLIC

My Commission Expires:
Residing at:

ACKNOWLEDGMENT

STATE OF UTAH)
(ss.
COUNTY OF WEBER)

On the 2nd day of July, 2002, personally appeared before me Lester T. Wolfe and Jennette L. Wolfe, the signer (s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC

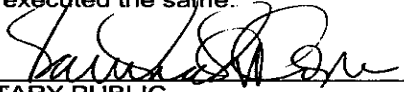
My Commission Expires: 10/2/2002
Residing at: Hooper UT



ACKNOWLEDGMENT

STATE OF UTAH)
(ss.
COUNTY OF WEBER)

On the 5th day of July, 2002, personally appeared before me Karine Q. Christopulos, the signer (s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC

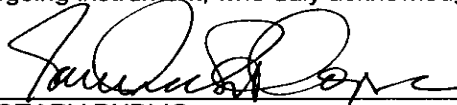
My Commission Expires: 6/2/2002
Residing at: Hooper UT



ACKNOWLEDGMENT

STATE OF UTAH)
 (ss.
COUNTY OF WEBER)

On the 7th day of July, 2002, personally appeared before me Pamela J. Parkinson, as Trustee of the Pamela J. Parkinson Revocable Trust, the signer (s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC

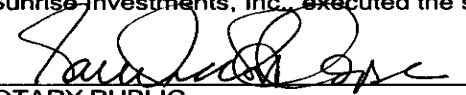
My Commission Expires: 10/2/2002
Residing at: Hooper Utah



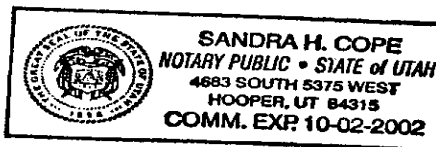
ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF WEBER) (ss.
)

On the 7th day of July, 2002, personally appeared before me Scott H. Parkinson, who being duly sworn, did say that he is the president, of Sunrise Investments, Inc., and that said instrument was signed in behalf of said CORPORATION by authority of a resolution of its Board of Directors; and said Scott H. Parkinson acknowledged to me that the said Sunrise Investments, Inc. executed the same.


NOTARY PUBLIC

My Commission Expires: 10/2/2002
Residing at: Hooper UT



ACKNOWLEDGMENT

STATE OF UTAH)
 (ss.
COUNTY OF WEBER)

On The 7th day of July, 2002, personally appeared before me Colleen C. Harris, the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC

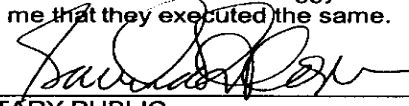
My Commission Expires: 10/2/2002
Residing at: Hooper Utah



ACKNOWLEDGMENT

STATE OF UTAH)
 (ss.
COUNTY OF WEBER)

On the 6th day of July, 2002, personally appeared before me Dennis Miconi and Peggy Miconi, the signer (s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC

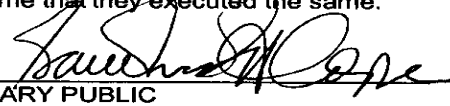
My Commission Expires: 10/2/2002
Residing at: Hooper UT.



ACKNOWLEDGMENT

STATE OF UTAH)
) (ss.
COUNTY OF WEBER)

On the 6th day of July, 2002, personally appeared before me Lewis E. Harper and Bonnie Harper, the signer (s) of the foregoing instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC

My Commission Expires: 10/2/2002
Residing at: Hooper UT

