



\*W3316663\*

When Recorded Return To:

Powder Mountain West  
Land Owners Association  
c/o Paul Fejtek, President  
6720 E 6675 N  
P.O. BOX 52  
Eden, UT 84310

E# 3316663 PG 1 OF 5

LEANN H KILTS, WEBER CTY. RECORDER  
04-MAR-24 408 PM FEE \$126.00 SW  
REC FOR: POWDER MOUNTAIN WEST

**FIRST AMENDMENT TO THE  
AGREEMENT AND PROTECTIVE COVENANTS  
for  
POWDER MOUNTAIN WEST**

This First Amendment to the Agreement and Protective Covenants for Powder Mountain West is made and executed this 29 day of February, 2024, by the Powder Mountain West Land Owners Association, a Utah nonprofit corporation (“the Association”).

Recitals

A. This document affects the real property located in Weber County, Utah, described with particularity on Exhibit A, attached hereto and incorporated here by reference (“the Property”).

B. An “Agreement and Protective Covenants for Powder Mountain West” was recorded with the Weber County Recorder for Phase 1 of the development on or about June 20, 1979, as Entry No. 780715. An “Agreement and Protective Covenants for Powder Mountain West Phase II” was recorded with the Weber County Recorder on November 15, 1993, as Entry No. 1257619, in Book 1689, beginning at Page 0918. Letter agreements for Powder Mountain West Phase 3 & Phase 4 (which applied the aforementioned Phase 2 Covenants to all Phase 3 & Phase 4 lots) were recorded with the Weber County Recorder on May 17, 1995, as Entry No. 1345681, in Book 1757 at Page 539 and on August 16, 1995, as Entry No. 1358725, in Book 1767 at Page 2765 respectively. These documents are referred to collectively herein as “the Covenants.”

C. There are a total of 53 lots in the Association.

D. The Covenants do not expressly provide for their own amendment. However, section 57-8a-104 of the Utah Code provides that governing documents for a community association, regardless of when formed, may be amended with the vote or approval of lot owners holding at least 67% of the voting interests for the association.

E. As acknowledged by the signatures below, lot owners holding at least 67% of the voting interests of the Association (that is, the owners of at least 36 of the 53 lots) have approved and consented to the adoption of this First Amendment, in person or by proxy at a meeting of the Association duly called for such purpose.

NOW, THEREFORE, pursuant to the foregoing, the Covenants are amended as follows:

1. Amendment. A new paragraph is added immediately after the last paragraph as follows:

Reinvestment Fee Covenant. The Board of Trustees may, by resolution or the adoption of a rule, establish a Reinvestment Fee Covenant, requiring a buyer to pay a fee to the Association upon the sale or transfer (in whole or in part) of a property within the Association, as provided for in Utah Code Ann. § 57-1-46, in an amount up to 0.5% (or a lesser amount established by the Board of Trustees) of the value of the property. The Reinvestment Fee shall be dedicated to benefitting the burdened property and the Association, including but not limited to payment for any common planning, facilities, and infrastructure; any obligations arising from an environmental covenant; any recreation amenities; and any Association expenses. A portion of the Reinvestment Fee shall be used to pay the Association's costs directly related to the transfer of the property, not to exceed \$250. The Reinvestment Fee Covenant may not be enforced and no Reinvestment Fee shall be assessed against: (a) an involuntary transfer; (b) a transfer that results from a court order; (c) a bona fide transfer to an Immediate Family Member of the seller (which shall, for purposes hereof, include, parents, children, spouses (legal or common law), siblings, grandchildren, great grandchildren, nieces, nephews, aunts, uncles and grandparents who, before the transfer, provides adequate proof of such relationship; (d) a transfer to a trust for the benefit of the current owner or an Immediate Family Member of the owner or to a legal entity controlled by the grantor or his or her Immediate Family Member(s); (e) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or (f) the transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of the association's costs directly related to the transfer of the burdened property, not to exceed \$250.

The Association shall have authority to record any notice required by law to effectuate this provision.

2. Conflicts. All remaining provisions of the Covenants not specifically amended in this Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Covenants, the provisions of this document shall in all respects govern and control.
3. Incorporation and Supplementation of the Covenants. This document is supplemental to the Covenants, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

\*\*\*Signature Page to Follow\*\*\*



## EXHIBIT A

### **Phase 1:**

Beginning at a point S 89°52'18" W 1380.95 feet and N 46°28'33" W 350.00 feet from the southeast corner of Section 36, T8N, R1E, SLB & M; thence S 43°31'27" W 15.00 feet; thence S 46°28'33" E 94.20 feet; thence S 43°31'27" W 63.19 feet; thence S 60°23'45" W 264.20 feet; thence S 89°52'18" W 230.00 feet; thence N 68°01'08" W 172.70 feet; thence N 84°46'21" W 160.70 feet; thence N 0°07'42" W 317.90 feet; thence N 83°52'18" E 206.88 feet; thence N 32°52'18" E 167.50 feet; thence N 89°52'18" E 50.00 feet; thence S 47°10'59" E 75.97 feet; thence to the right on the arc of a curve a radius of 450.00 feet, length of 5.55 feet, long chord and chord bearing of 5.55 feet N 43°10'14" E; thence N 43°31'27" E 59.49 feet; thence S 46°28'33" E 440.00 feet to the point of beginning. Containing 7.163 acres.

### **Phase 2:**

Beginning at a point located north 164.62 feet and west 2400.37 feet from the southeast corner of Section 36, T8N, R1E, SLB & M, such a point being also the NW corner of Lot 12 of Powder Mountain West Subdivision - Phase 1 running thence S 00°07'42" E 100.00 feet, thence S 84°46'21" E 160.70 feet, thence S 68°01'08" E 172.70 feet, thence N 89°52'18" E 230.00 feet, thence N 60°23'45" E 53.24 feet, thence S 07°16'30" E 120.25 feet to a point on the northern boundary of Aspen Drive so described as Parcel B of Powder Mountain West Subdivision - Phase 1; thence S 82°43'30" W 144.57 feet along such boundary, thence to the right on the arc of a curve whose radius is 590.00 feet, a distance of 230.08 feet (chord bears N 86°06'12" W 228.63 feet), thence N 74°55'53" W 117.79 feet, thence to the left on the arc of a curve whose radius is 415.00 feet, a distance of 109.14 feet (chord bears N 82°27'57" W 108.83 feet), thence N 90°00'00" W 70.14 feet, thence to the right on the arc of a curve whose radius is 235.00 feet a distance of 86.29 feet (chord bears N 79°28'52" W 85.80 feet), thence N 68°57'45" W 72.89 feet, thence to the left on the arc of a curve whose radius is 265.00 feet a distance of 29.00 feet (chord bears N 72°05'51" W 28.99 feet), thence N 15°25'03" E 118.38 feet, thence to the left on the arc of a curve whose radius is 355.00 feet a distance of 103.01 feet (chord bears N 73°32'16" E 102.65 feet), thence N 65°13'29" E 52.84 feet, thence to the right on the arc of a curve whose radius is 147.62 feet a distance of 48.04 feet (chord bears N 74°32'54" E 47.83 feet), thence N 83°52'18" E 7.37 feet to said point of beginning. Contains 11 lots and 2.563 acres. Basis of bearing is the north line of the northwest quarter of Section 6, T7N, R2E, SLB & M, as S 89°43'12" E marked by brass cap monuments.

### **Phase 3:**

Beginning at a point located west 2644.99 feet and south 62.46 feet from the southeast corner of Section 36, T8N, R1E, SLB & M; such point being also located on the southern boundary of Aspen Drive so described as Parcel B of Powder Mountain West Subdivision - Phase 1; thence to the right on the arc of a curve whose radius is 215.00 feet, a distance of 24.10 feet, whose chord length is 24.08 feet and a bearing of S 72°10'23" E, along such Boundary, thence S 68°57'45" E 72.89 feet, thence to the left on the arc of a curve whose Radius is 285.00 feet, a distance of 104.64 feet, thence N 90°00'00" E 70.14 feet, thence to the right on the arc of a curve whose radius is 365.00 feet, a distance of 95.99 feet, thence S 74°55'53" E 117.79 feet, thence to the left on the arc of a curve whose radius is 640.00 feet, a distance of 249.58 feet, thence N 82°43'30" E 144.57 feet,

thence S 07°16'30" E 134.70 feet, Thence S 84°27'03" W 355.87 feet, thence N 78°34'06" W 449.11 feet, thence N 39°56'02" W 156.20 feet, thence N 15°25'03" E 55.49 feet to said point of beginning. Contains 10 lots and 2.844 acres.

**Phase 4:**

Part of the southwest quarter of Section 36, T8N, R1E, SLB & M. Beginning at an angle point on the northeasterly boundary line of Powder Mountain West Subdivision – Phase 1, which is located S 89°52'18" W 1380.95 feet and N 46°28'33" W 790.00 feet from the southeast corner of Section 36, T8N, R1E, SLB & M, point of beginning also being the northeasterly corner of 6775 East Street, running thence along the boundary of said subdivision the following four courses: S 43°31'27" W 59.49 feet, left along the arc of a 450.00 foot radius curve a distance of 5.55 feet (chord bears S 43°10'14" W 5.55 feet), N 47°10'59" W 75.97 feet, S 89°52'18" W 50.00 feet to the northwesterly corner of Lot 20 of said subdivision, thence N 32°52'18" E 102.26 to the Weber-Cache County line, thence S 46°28'33" E 131.01 feet to the point of beginning. Contains 0.205 acres.

**Weber County Parcel Numbers:**

Phase 1:

23-085-0001  
 23-085-0002  
 23-085-0003  
 23-085-0004  
 23-085-0005  
 23-085-0006  
 23-085-0007  
 23-085-0008  
 23-085-0009  
 23-085-0010  
 23-085-0011  
 23-085-0012  
 23-085-0013  
 23-085-0014  
 23-085-0015

23-086-0001  
 23-086-0002  
 23-086-0003  
 23-086-0004  
 23-086-0005  
 23-086-0006  
 23-086-0007  
 23-086-0008  
 23-086-0009  
 23-086-0010  
 23-086-0011  
 23-086-0012  
 23-086-0013  
 23-086-0014  
  
 23-086-0016  
 23-086-0017

Phase 2:

22-110-0001  
 22-110-0002  
 22-110-0003  
 22-110-0004  
 22-110-0005  
 22-110-0006  
 22-110-0007  
 22-110-0008  
 22-110-0009  
 22-110-0010  
 22-110-0011

Phase 3:

22-119-0001  
 22-119-0002  
 22-119-0003  
 22-119-0004  
 22-119-0005  
 22-119-0006  
 22-119-0007  
 22-119-0008  
 22-119-0009  
 22-119-0010

Phase 4:

23-119-0001