

WHEN RECORDED MAIL TO:
Kier Property Management &
Real Estate LLC
3710 Quincy Avenue
Ogden, Utah 84403
Phone: (801) 621-3390

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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DEP RTT REC'D FOR EVANS COVE AT AN
TELOPE VILLAGE

**FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
EVANS COVE AT ANTELOPE VILLAGE A PLANNED RESIDENTIAL UNIT
DEVELOPMENT**

09-343-0001 THRU 09-343-0080

This FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EVANS COVE AT ANTELOPE VILLAGE A PLANNED RESIDENTIAL UNIT DEVELOPMENT, herein after referred to as the "Amendment," is made this _____ day of _____, 2009, by the Evans Cove at Antelope Village Association, Inc., hereafter referred to as the "Association."

RECITALS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions, hereinafter referred to as the "Declaration," was recorded on May 20, 2005, in the office of the Davis County Recorder, in Davis County, Utah, as Entry No. 2075034 in Book 3792 at pages 201-233; and

WHEREAS, the legal description of Evans Cove at Antelope Village, in Davis County, Utah, is set forth in the attached Exhibit A; and

WHEREAS, the Declaration is amended by the affirmation vote of a majority of the Members of the Association at the annual meeting of the Association held on November 19, 2008 at 7:00 p.m., at the Courtyard Marriott, Layton, Utah.

NOW THEREFORE, the Association hereby makes the following Amendments:

Amendment to City References

All references to Clinton City listed below are amended to Layton City:

ARTICLE III, Nature and Incidents of Ownership, Paragraph 3.08 (b) (i), p. 6
ARTICLE III, Nature and Incidents of Ownership, Paragraph 3.08 (d) (iii), p. 7
ARTICLE IV, Title to Lots and Common Area, Paragraph 4.02, p. 8
ARTICLE VIII, Certain Rights and Obligations of the Association, Paragraph 8.01, p. 14
ARTICLE XI, Roadways, Paragraph 11.06, p. 23

Amendment to Article III, Paragraph 3.03

ARTICLE III, Nature and Incidents of Ownership, Paragraph 3.03, p. 5 wording be amended from:

3.03 *Exterior of Residential Units.* Each Owner shall keep the exterior of that Owner's Residential Unit, including without limitation, exterior walls, roofs, gutters, drain spots, all exterior building surfaces, and any and all other exterior improvements to the Lot in a sanitary condition and in state of good repair. All such maintenance and repair shall be for the purpose of maintaining said Residential Unit in a manner consistent with the existing design, materials, colors, and other such items then in use on other Residential Units within the Project unless different materials shall have been previously approved in writing in accordance with the provisions of Section 3.06 hereof. In the event that any Residential Unit should develop an unsanitary condition or fall into a state of disrepair due to the willful or negligent conduct, or lack of conduct, of the Owner of such Residential Unit, the Association shall have the right at the expense of the Owner, and without liability to the Owner for trespass or otherwise, to enter upon said Owner's Lot and correct or eliminate said condition at the Owner's expense.

to:

3.03 *Exterior of Residential Units.* The Association shall keep the exterior of that Owner's Residential Unit, including without limitation, exterior walls, roofs, gutters, drain spots, all exterior building surfaces, and any and all other exterior improvements to the Lot in a sanitary condition and in state of good repair. All such maintenance and repair shall be for the purpose of maintaining said Residential Unit in a manner consistent with the existing design, materials, colors, and other such items then in use on other Residential Units within the Project unless different materials shall have been previously approved in writing in accordance with the provisions of Section 3.06 hereof. In the event that any Residential Unit should develop an unsanitary condition or fall into a state of disrepair due to the willful or negligent conduct, or lack of conduct, of the Owner of such Residential Unit, the Association shall have the right at the expense of the Owner, and without liability to the Owner for trespass or otherwise, to enter upon said Owner's Lot and correct or eliminate said condition at the Owner's expense.

Amendment to Article IX Paragraph 9.04

ARTICLE IX, Assessments, paragraph 9.04 (c) (ii), p. 18 wording be amended from:

the Regular Assessment shall be paid in monthly installments due on the first day of each month commencing January 1, and shall be subject to a late charge of Ten Dollars (\$10) for payments received after the fifth (5th) day of each month. After the fifth (5th) day of each month, all unpaid portions of any Regular Assessments then shall bare interest at the rate of eighteen percent (18%) per annum until paid;

to:

the Regular Assessment shall be paid in monthly installments due on the first day of each month commencing January 1, and shall be subject to a late charge of Twenty-five Dollars (\$25) for payments received after the tenth (10th) day of each month. After the tenth (10th) day of each month, all unpaid portions of any Regular Assessments then shall bare interest at the rate of eighteen percent (18%) per annum until paid;

Amendment to Article XI, Paragraph 7

ARTICLE XI, Roadways, Paragraph 7, p. 23 wording be amended **from:**

Parking on the roadways and aprons leading to covered parking is not allowed.

to:

Parking on the roadways is not allowed.

**BYLAWS OF EVANS COVE AT ANTELOPE VILLAGE
HOMEOWNERS ASSOCIATION, INC.:**

Amendment to Article III, Paragraph 3

ARTICLE III, Members, Paragraph 3, p. 2 wording be amended **from:**

Annual Meetings. The annual meeting of Members shall be held on the 1st day of July of each year during regular business hours for the purpose of electing Directors and transacting such other business as may come before the meeting.

to:

Annual Meetings. The annual meeting of Members shall be held on a day determined by the board during the month of November of each year for the purpose of electing Directors and transacting such other business as may come before the meeting.

Amendment to Article IV, Paragraph 2

ARTICLE IV, Board of Directors, Paragraph 2, p. 4 wording be amended **from:**

Number, Tenure, and Qualifications. The number of Directors of the Association shall be no less than three(3). . . .

to:

Number, Tenure, and Qualifications. The number of Directors of the Association shall be no less than three (3) and no greater than five (5). . . .

Amendment to Article VI, Paragraph 7

ARTICLE VI, Officers, Paragraph 7, p. 8 wording be amended **from:**

Secretary/Secretary

to:

Secretary/Treasurer

“EXHIBIT A”

Declarant is the record Owner of certain real property in the County of Davis, State of Utah which is more particularly described as follows:

Beginning at a point on the north line of Antelope Drive (2000 North) said point being located South $89^{\circ}52'30''$ West 79.84 feet along the section line and North $00^{\circ}08'40''$ East 42.00 feet from the Southwest Corner of Section 9, Township 4 North, Range 1 West, Salt Lake Base and Meridian and running: thence North $00^{\circ}08'40''$ East 731.79 feet to the Southwest corner of Lot 112, Quail crest subdivision Phase 1 said point also being on the north line of the Davis and Weber Counties Canal; thence South $81^{\circ}56'45''$ East 30.25 feet along the south line of Lot 112, Quail crest Subdivision Phase 1 said point also being along the north line of the Davis and Weber Counties Canal; thence $00^{\circ}08'40''$ West 50.48 feet to the south line of the Davis and Weber Counties Canal; thence South $81.56'45''$ East 171.60 feet along the south line of the Davis and Weber Counties Canal; thence Southeasterly 176.39 feet along the arc of a 486.08 foot radius curve to the right (center bears South $08^{\circ}03'16''$) West, chord bears South $71^{\circ}33'00''$ East 175.42 feet through a central angle of $20^{\circ}47'29''$) along the south line of the Davis and Weber Counties Canal; thence South $61^{\circ}09'16''$ East 33.13 feet along the south line of the Davis and Weber Counties Canal to the Northwest corner of Lot 106 Quail Crest Subdivision Phase 1; thence South $00^{\circ}08'40''$ West 585.20 feet along the west line of Quail Crest Subdivision Phase 1 to the north line of Antelope Drive (2000 North); thence North $89^{\circ}18'00''$ West 315.81 feet along the north line of Antelope Drive (2000 north) to a point of intersection of the property line and the quarter section line; thence South $89^{\circ}52'30''$ West 79.78 feet along the north line of Antelope Drive (2000 north) from the intersection of the property line and the quarter section line and the point of beginning.

Contains: 5.915 Acres

IN WITNESS WHEREOF, the undersigned, on behalf of the Association, do hereby acknowledge and certify that this Amendment has been approved by the affirmation vote of the Association at a meeting of the Association duly called for that purpose, and the undersigned to hereby execute this Amendment the date and year first written above.

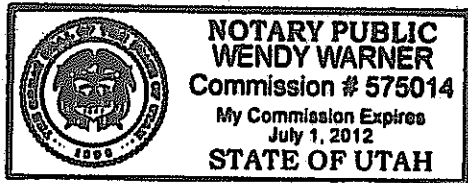
EVANS COVE AT ANTELOPE VILLAGE

By: *Lydia D'Ann Karford*
Lydia D'Ann Karford, President

By: *Richard Keller* 3/10/09
Richard Keller, Secretary/Treasurer

State of UTAH)
County of)

The foregoing instrument was duly acknowledged before me this 10th day of March, 2009 by Lydia D'Ann Karford and Richard Keller, The President and Secretary/Treasurer of Evans Cove at Antelope Village A Planned Residential Unit Development.



Wendy Warner
Notary Public