

After Recording Return to:

Tax IDs: 09-343-000 I to 0080

**THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS & FIRST
AMENDMENT TO THE BYLAWS**

For

Evans Cove at Antelope Village
A Planned Residential Unit Development

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions and First Amendment to the Bylaws for Evans Cove at Antelope Village (hereinafter "Third Amendment") hereby amends that certain Declaration of Covenants, Conditions and Restrictions for Evans Cove at Antelope Village, as amended, recorded on May 20, 2005 in the Davis County Recorder's Office as Entry No. 2075034 ("Declaration") and those certain Bylaws recorded in conjunction with the Declaration and is adopted by the Board of Directors ("Board") for Evans Cove at Antelope Village Homeowners Association, Inc. ("Association"), for and on behalf of its members, and made effective as of the date recorded in the Davis Recorder's Office.

RECITALS:

(A) This Third Amendment affects and concerns the real property located in Davis County, Utah, and more particularly described in the attached **Exhibit "A"** ("Property");

(B) On or about May 2, 2005, a Plat Map ("Plat") depicting Evans Cove at Antelope Village P.R.U.D. was recorded in the Davis County Recorder's Office as Entry No. 2070265.

(C) On or about May 20, 2005, the Declaration of Covenants, Conditions and Restrictions for Evans Cove at Antelope Village ("Enabling Declaration") was recorded in the Davis County Recorder's Office as Entry No. 2075034. which included the Bylaws.

(D) On or about March 12, 2009, a First Amendment of Declaration of Covenants, Conditions and Restrictions for Evans Cove at Antelope Village ("First Amendment") was recorded in the Davis County Recorder's Office as Entry No. 2431587.

(E) On or about December 21, 2009, a Second Amendment of Declaration of Covenants, Conditions and Restrictions for Evans Cove at Antelope Village ("Second Amendment") was recorded in the Davis County Recorder's Office as Entry No. 2500920.

CERTIFICATION

By signing below, the Board hereby certifies that the Association has obtained the approval or written consent of Owners holding at least sixty-seven percent (67%) of the total votes of the Association, as required by the Utah Community Association Act, approving and consenting to the recording of this Third Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Board hereby makes and executes this Third Amendment, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

I. **Recitals.** The above Recitals are incorporated herein by reference and made a part hereof.

2. **No Other Changes.** Except as otherwise expressly provided in this Third Amendment, the Declaration, and subsequent amendments, remain in full force and effect without modification.

3. **Authorization.** The individuals signing for the respective entities make the following representations: (i) he/she has read the Third Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the Third Amendment acting in said capacity.

4. **Conflicts.** In the case of any conflict between the provisions of this Third Amendment and the provisions of the Declaration, as amended, the provisions of this Third Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration, or prior amendments that could be interpreted as prohibiting the modifications set forth in this Third Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this Third Amendment.

AMENDMENTS

5. **Quorum for Assessment Increase.** Article VII, Section 7.06(6) of the Declaration and Second Amendment is hereby deleted in its entirety and replaced with the following, which provision shall also control over any conflicting provision:

7.06(b) The Board is authorized and required to adopt a budget annually, which shall be presented to the Owners at a meeting of members. The Board may revise the approved budget from time to time as necessary to accurately reflect actual and/or anticipated expenses that are materially greater than previously budgeted. The budget shall estimate and include the total amount for the common expenses, shall contain an appropriate

amount for reserves, and may include an amount for other contingencies. The budget shall also be broken down into reasonably detailed categories. Assessments, including any required special assessments will be made to meet the anticipated and recurring costs, expenses and common expenses of the Association. The Association has the power to levy such assessments against each Lot, as necessary to carry out its functions. The Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the common areas and facilities.

6. Quorum Generally. Article TTT, Section 7 of the Bylaws is hereby deleted in its entirety and replaced with the following, which provision shall also control over any conflicting provision:

Unless otherwise specifically set forth in the Declaration, at any meeting of Owners, a quorum shall be established by those Owners present, in person or by proxy, at a properly noticed meeting. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association. Further, a majority of those Owners present in person or proxy at such meeting may vote to reschedule the meeting based upon low attendance. Otherwise, the meeting shall proceed as scheduled.

7. Notice of Owner Meetings. Article M, Section 6 of the Bylaws is hereby deleted in its entirety and replaced with the following, which provision shall also control over any conflicting provision:

Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via email or other electronic communication. Notice shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner at the email or electronic address provided by the Owner. Said notice is effective upon sending the email or electronic communication. Notices provided by U.S. mail shall be sent via U.S. First Class Mail and effective upon deposit in the mail. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Upon becoming an Owner of the Association, or upon the written request by the Association, Owners shall provide a valid email address or other requested electronic information for purpose of notification related to the Association unless the Owner has opted out by providing a written request for notice by U.S. Mail.

8. Rental Restrictions. [Intentionally Omitted]

9. Reinvestment Fee Covenant. [Intentionally Omitted]

10. Ballots. The Board may obtain approvals and conduct business through mail or email/electronic ballots. Ballots shall set forth each proposed action and provide the option of voting for or against each proposed action. The ballot must specify the period of time, up to 120 days, during which the Association shall accept written ballots. Following this period, the Association shall provide notice if such action was approved.

11. Annual Meetings. Article III, Section 3 of the Bylaws and the First Amendment is hereby deleted in its entirety and replaced with the following, which provision shall also control over any conflicting provision:

An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board of Directors.

12. Culinary Water Valves, Laterals & Related Infrastructure. Articles 2.01 in the Declaration and Articles 5.06 in the Declaration and Second Amendment are hereby amended to include:

12.1 The Association hereby reserves **an** easement for access, when necessary, to utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property and Residential Units; provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by **the Owners.**

12.2 The Property and Residential Units are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

- (a) For inspection during reasonable hours of the Lots in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;
- (b) For inspection, maintenance, repair and replacement of portions of the Common Area;
- (c) For correction of emergency conditions on one or more Residential Units or on portions of the Lot or Common Area. In the event of any emergency involving illness or potential danger to life or property, such entry shall be made with as little inconvenience to the Owner as practicable.
- (d) For the purpose of enabling the Association, the ACC or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties;

- (e) For inspection during reasonable hours of the Lots and Common Area in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents.

13. Maintenance & Maintenance Chart. Article 3.03 in the Declaration and First Amendment are hereby deleted in their entirety and replaced with the following:

3.03 Exterior of Residential Units. The Association shall maintain the exterior of an Owner's Residential Unit, which includes the outside surface of exterior walls, roof, gutters, drain spouts, and all other exterior building surfaces 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, the Association, upon prior ten (10) days prior written notice, shall have the right at the expense of the Owner, and without Association liability to the Owner for trespass or otherwise, to enter upon said Owner's Lot, or cause a third party to enter thereon, and correct or eliminate said condition at the Owner's expense. Any expenses incurred herein shall be assessed against an Owner's Residential Unit and may be recovered in the same manner as an assessment.

For the convenience of Owners, a Maintenance Chart is included as **Exhibit B**. In the event of a conflict between the Maintenance Chart and the Declaration, as amended, the Declaration shall contra I.

Evans Cove at Antelope Village Homeowners Association, Inc., a Utah non-profit corporation

By: *Phillip L...*
Its: President

STATE OF UTAH)
 : ss
COUNTY OF *Deuel*)

On this *27* day of *February*, 20*20* personally appeared before me
Phillip L..., who being by me duly sworn, did
say that he/she is a member of the President for Evans Cove at Antelope Village Homeowners
Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was
signed on behalf of said corporation by authority and said individual duly acknowledged to me
that said corporation approved the same.



Marilyn Buelo
Notary Public

Third Amendment
Evam Cove at Antelope Village

Exhibit A
Legal Description

Beginning at a point on the north line of Antelope Drive (2000 North) said point being located South 89°52'30" West 79.84 feet along the section line and North 00°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°08'40" East 731.79 feet to the Southwest corner of Lot 112, Quail Crest subdivision Phase I said point also being on the north line of the Davis and Weber Counties Canal; thence South 81°56'45" East 30.25 feet along the south line of Lot 112, Quail Crest Subdivision Phase J said point also being along the north line of the Davis and Weber Counties Canal; thence 00°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°03' 16") West, chord bears South 71°33'00" East 175.42 feet through a central angle of 20°47'29") along the south line of the Davis and Weber Counties Canal; thence South 61°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 I; thence South 00°08'40", West 585.20 feet along the west line of Quail Crest Subdivision Phase I to the north line of Antelope Drive (2000 North); thence North 89°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°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

Tax I.D. Nos 09-343-0001 to 0080

Exhibit "B"
EXTERIOR RESIDENTIAL UNIT MAINTENANCE CHART

The following chart demonstrates the division of responsibility for maintenance, repair and replacement of Common Areas and Residential Units components between Association and Owners. In the event of conflict, the terms of the Declaration will control over this chart.

	EXTERIOR	HOA	OWNER
1	Maintenance, repair and replacement of roof shingles.	X	
2	Maintenance, repair and replacement of roof underlayment on each Residential Unit (felt and plywood) due to normal wear and tear. (Any structural maintenance, repairs or replacement not included herein is the responsibility of the Owner)	X	
3	Maintenance, repair, and replacement of the exterior surfaces of each Residential Unit (but excluding the backing behind each of these exterior finishes), including exterior window shutters	X	
4	Maintenance, repair, and replacement of outside secondary water spigots, if any.	X	
5	Maintenance, repair, and replacement of rain gutters, down spouts and heat tape, if any.	X	
6	Maintenance, repair, and replacement of driveways, front steps, porches, individual walkways, and Common Area concrete	X	
7	Patios, including any exterior porch and patio lights		X
8	Maintenance, repair, and replacement of all structural components of the Residential Unit, including but not limited to framing, insulation, rafters, beams, water barriers, plywood or other backing to exterior surfaces		X
9	Maintenance, repair, and replacement of doors, hinges, frames, thresholds, locks, and doorbells.		X
10	Maintenance, repair, and replacement of garage floors, garage doors, and garage door frames.		X
11	Maintenance, repair, and replacement of windows (including glass), sliding glass doors, French doors, screens, and window frames.		X
12	Maintenance, repair, and replacement of exterior lights under eaves	X	
13	Maintenance of gas and electricity connections from the meters to each Residential Unit.		X
14	Maintenance of culinary water system from the outside entry through the foundation throughout the Residential Unit. This includes outside faucets and hose bibs. Any damage caused by this portion of water system is the liability of Owner.		X
15	Maintenance, repair, and replacement of phone lines, TV cables, internet lines, air conditioning, and satellite dishes.		X
16	Maintenance, repair and replacement of all Owner Improvements, such as windows, attic vents, fans, ornamental railings and similar items		X
17	Decks and deck steps	X	

	INTERIOR		
17	Maintenance of all interior painting, decorations, and furnishings from the inside of the unfinished walls and ceilings. This includes all appliances, such as dishwashers, garbage disposals, ranges, refrigerators, microwaves, furnaces, exhaust fans, attic vents, air conditioners, water heaters, and telephone and computer networks.		X
18	Maintenance, cleaning, and repair of venting and fireplaces.		X
19	Maintenance, repair, and replacement of the electrical system from the City electric meter to the breaker panel and to all outlets, including switches and light fixtures.		X
20	Maintenance, repair, and replacement of plumbing fixtures, such as sinks, basins, toilets, and an interior pipes and valves.		X
21	Repair of cracks or other damage to interior walls, floors, or ceilings caused by normal Residential Unit settling.		X
22	Repair of damage resulting from static water or seepage of water from any underground source, except water from sprinkler system failures.		X

	GROUNDS	HOA	OWNER
23	Maintenance of lawn and the maintenance and replacement or original trees, shrubs and lawn curbing.	X	
24	Maintenance and utilization of sprinkler system within the Association.	X	
25	Snow removal: Common Areas	X	
26	Snow removal: driveways and other applicable areas		X

	OTHER	HOA	OWNER
27	Maintenance and repair of water system and sewer system from the city water meter to the entrance to the exterior wall of each Residential Unit.	X	
28	Any damage to a Residential Unit or Common Area caused by a contractor hired by an Owner.		X
29	Any damage in, on, or to a Residential Unit is the sole responsibility of the Owner, except as otherwise stated herein.		X