

1 thru 20 - Co Cottages A RETURNED
21 thru 51 - Co Cottages B
52 thru 0092 - Co Cottages C

DEC 28 1994

E 1158866 B 1834 P 1134
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1994 DEC 28 2:20 PM FEE 107.00 DEP DJW
REC'D FOR TAYLOR, DEBBIE L.

02-146-0001 thru 0020
02-149-0001 thru 0009
02-148-0052 thru 0092

AMENDMENT TO

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

AND RESERVATION OF EASEMENTS FOR

COUNTRY COTTAGES, PLATS A, B, C

A PLANNED UNIT DEVELOPMENT SUBDIVISION

THIS AMENDMENT is made this 28th day of December,
1994, by The Kier Corporation, a Utah Corporation, Declarant,
amending the Declaration dated the 4th day of January, 1994,
recorded on the 10th day of June, 1994 in Book 1768, Page 540, et
seq., as Entry Number 1124600, covering the following described
real property situate in Davis County, State of Utah, to-wit:

Beginning at the Southeast Corner of Lot 5
of Block 21, Big Creek Plat, Centerville
Townsite Survey, which point is South 0
degrees 09'48" East 1,020.43 feet along the
centerline of Utah State Highway 106 (a 66
foot wide road) and North 89 degrees 56'11"
West 33.0 feet from an existing brass
monument at the centerline intersection of
Highway 106 and Parrish Lane and running
thence North 89 degrees 56'11" West 826.35
actual feet (829.62 feet by deed) along an
existing wooden fence on the North line of
Cedar Springs Condominiums (said North line
of condominiums is also described as the
South line of said Lot 5); thence North 0
degrees 05'45" West 594.32 actual feet
(593.00 feet, more or less, by deed) along

an existing barbed wire fence on the East boundary of the old Bamberger Right-of-Way; thence South 89 degrees 15'16" East 457.29 feet along the South boundary L. Marlene Villa Subdivision; thence South 0 degrees 09'48" East 313.88 feet; thence South 89 degrees 56'11" East 368.41 feet; thence South 0 degrees 09'48" East 275.0 feet along the West line of said Highway 106 to the point of beginning.

Together with all easements and rights-of-way appurtenant thereunto.

as follows:

1. Section 7 of Article X is amended to read as follows:

"Section 7. Animal Restrictions. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any Lot or the Common Area, except usual and ordinary, and no larger than standard dogs, cats, fish, birds and other household pets, subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration "unreasonable quantities" shall ordinarily mean more than two (2) pets per household, provided, however, that the Association (or the Architectural Committee or such other person or entity as the Association may, from time to time designate) may determine that a reasonable number in any instance may be more or less. The Association, acting through the Board of Directors, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Directors, a nuisance to any other Owner. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be either kept within an enclosure, an enclosed patio or on a leash being held by a person

capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Architectural Committee. Should any animal belonging to an Owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by Declarant (for so long as it owns any interest in the Properties) or a person designated by the Declarant to do so, to a shelter under the jurisdiction of the local municipality in which the Properties are situate and subject to the laws and rules governing said shelter, or to a comparable animal shelter. Furthermore, any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animal brought or kept upon the Properties by an Owner or by members of his family, his tenants or his guests; and it shall be the absolute duty and responsibility of each such Owner to clean up after such animal which has used any portion of the Common Area."

2. Article XI is amended to read as follows:

"ARTICLE XI

Fences and Air Conditioning

There shall be no fences or walls within or on the properties except the fence and/or wall around the perimeter of the Properties and except party walls, except as approved by the Architectural Committee.

There shall be no air conditioning units or swamp coolers within or on the Properties except central air conditioning units installed at the places provided attached to the furnaces."

Declarant has executed this Amendment on the day and year first above written.

THE KIER CORPORATION, a
Utah Corporation

By: *James E. Kier*
Declarant

STATE OF UTAH)
):SS.
COUNTY OF WEBER)

On the 28 day of December, 1994, personally appeared before me JAMES E. KIER, President of THE KIER CORPORATION, a Utah corporation, signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Valerie K. Astle
NOTARY PUBLIC

