



W2250492

E# 2250492 PG 1 OF 4
ERNEST D ROWLEY, WEBER COUNTY RECORDER
21-MAR-07 420 PM FEE \$104.00 DEP JPH
REC FOR: FARR ORCHARD HOA

**AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FARR ORCHARD
(a Residential Planned Unit Development Subdivision)**

This Amended Declaration of Covenants, Conditions and Restrictions ("Amended Declaration") is made and executed this 21st day of March, 2007, by the Farr Orchard Owners Association ("Association").

RECITALS:

A. The planned residential unit development subdivision ("Project") that is the subject of this Declaration is situated in and upon that certain real property ("Subject Land") located in Weber County, State of Utah, as specifically described in Exhibit A attached hereto and incorporated herein by this reference.

B. The members of the Farr Orchard Unit Owners Association desire to make this amendment to preserve and enhance the quality of life at Farr Orchard, to clarify the responsibility of the Board and the Unit Owners relative to the installation of satellite antennas at Farr Orchard, and to provide for the payment of services provided by some Board members.

NOW THEREFORE, the Unit Owners of the Farr Orchard Owners Association hereby amend the existing Declaration as follows:

AMENDMENT

**ARTICLE I
SATELLITE ANTENNAS**

- 1.1 **Satellite Antennas.** The Board shall reasonably grant permission for the installation by a Unit Owner of a satellite antenna (dish) that is located on a building (as defined in this Article). Satellite antennas may only be attached to the rear portion of a Unit (the part of the Unit not facing a street) and on the outside overhanging section of a roof and shall not be attached to the front of any Unit nor to the section of a roof that faces a street. Prior to installing the antenna, the Owner shall furnish to the Board a copy of the Owner's installation plans.
- 1.2 **Limitation on Size and Number of Antennas.** The satellite antenna shall not be larger than 24 inches in diameter. No more than one satellite antenna shall be installed to serve a single Unit.

- 1.3 **Owner Responsible for Removal.** The Owner serviced by a satellite antenna shall be responsible for removal of the satellite antenna and its associated mounting and wiring if and when services or the device are cancelled, or upon sale of the Unit. In addition, the Owner shall be responsible for the cost to repair any damage caused by the removal of the satellite antenna and associated mounting and wiring, including the sealing of conduits or other roof penetrations.
- 1.4 **Authorization and Deposit.** The Association shall prepare documentation consistent with this Article wherein (1) the Association shall grant written approval prior to the installation of a satellite antenna by an Owner; and (2) wherein the Association shall receive from the Owner, prior to the granting of written approval, a deposit for the purpose of insuring the building to which the satellite antenna is attached is repaired to a satisfactory condition following the removal of the satellite antenna. The deposit shall be in an amount as determined by the Board, but not less than the amount reasonably calculated to repair any damage caused by installation of the satellite antenna. Owners with existing satellite antenna's shall be required to submit a deposit in accordance with this Article.
- 1.5 **Indemnification of Association.** Any Owner installing a satellite antenna under this Article shall indemnify, defend and hold the Association harmless from and against any loss, damage, claim or other liability resulting from the installation, maintenance, repair, use and/or removal of the satellite antenna, including but not limited to any damage to the Building or other property damage caused by installation or use of a satellite antenna.
- 1.6 **Removal of Satellite.** Any Owner who maintains or installs a satellite antenna contrary to the provisions of this Article, shall promptly remove the satellite antenna upon receiving written notice from the Board.
- 1.7 **Attorney fees.** Should the Board be required to take any legal action to enforce any provision of this Article, the Owner against whom such action is taken shall be responsible to reimburse the Board for all costs and reasonable attorney fees incurred by the Board.

ARTICLE 2 COMPENSATION FOR BOARD SERVICES

- 2.1 **Compensation.** Board members may only be compensated for their services on the Board as described herein and shall be reimbursed for all expenses reasonably incurred in connection with Board business and approved by the Board. Board members who perform secretarial services or bookkeeping services for the Association may be paid for their services, but only pursuant to a written contract entered into with the Board in advance that specifically describes the services to be performed and the amount of compensation to be received.

This Amended Declaration shall take effect upon recording.

CERTIFICATION

It is hereby certified that owners holding more than fifty-one (51%) of the total votes of the Association have voted to approve this Amended Declaration.

IN WITNESS WHEREOF, this 21st day of March, 2007

FARR ORCHARD OWNERS ASSOCIATION

By [Signature]
President

STATE OF UTAH)
 :SS.
COUNTY OF WEBER)

On this 21st day of March, 2007, personally appeared before me WILBERT VAN DER SPAN who, being by me duly sworn, did say that he is President of the Farr Orchard Owners Association and that the within and foregoing instrument was signed in behalf of said Owners Association and he duly acknowledged to me he executed the same.

Malissa Tafoya
Notary Public

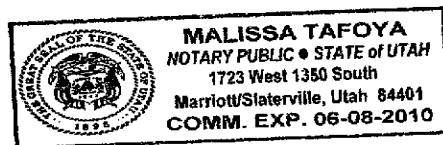


EXHIBIT "A"

The following units in the buildings indicated, in Farr Orchard, Amended PRUD, Ogden City, Weber County, Utah

Lots 1 through 35, Farr Orchard Phase 1, Amended PRUD, Ogden City, Weber County, Utah. (Tax I.D. # 13- 219-0001 through 0035) ✓ *DMH*

Lots 36 through 63, Farr Orchard Phase 2, Amended PRUD, Ogden City, Weber County, Utah. (Tax I.D. # 13-223-0001 through 0028) ✓

Lots 64 through 89, Farr Orchard Phase 3, Amended PRUD, Ogden City, Weber County, Utah. (Tax I.D. # 13-226-0001 through 0026) ✓ *DMH*