

05-097-0001 thru 0017

28.00
RETURNED

FEB 25 1994

6 February 1994

* ADDENDUM TO *

E 1099532 B 1728 P 299
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1994 FEB 25 10:35 AM FEE 28.00 DEP JB
REC'D FOR BOUNTIFUL TOWNHOUSE ASSN

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

(RECORDED AT DAVIS COUNTY COURTHOUSE 1 OCT. 1987 - BOOK 1196 PAGE 958)

BOUNTIFUL TOWNHOUSE PLANNED UNIT DEVELOPMENT

SITUATED AT 188 E. 2050 S. BOUNTIFUL, DAVIS COUNTY, UTAH DESCRIBED AS FOLLOWS:

Beginning at the Northwest corner of Lot 11, of Oakhaven Park Subdivision Plat "A", said lot corner is located North 0° 56' West 1333.14 feet along the centerline of an existing street (400 East Street), and West 1183.57 feet from the East quarter corner of Section 31, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence South 81.49 feet along the West line of said lot 11, thence North 88° 42' West 246.65 feet to a point South 88° 42' East 149.98 feet from the Easterly line of an existing street (Orchard Drive), thence North 23° 32' East 51.09 feet, thence North 57.40 feet to a point South 88° 30' East 125.05 feet from said Easterly line of Orchard Drive, thence South 88° 30' East 80.92 feet thence North 129.82 feet, thence South 88° 30' East 145.34 feet more or less along the Southerly line of 2050 South Street to the West line of the property conveyed by Warranty Deed and recorded in Book 1094, Page 1245, thence South 152.24 feet along said West line to the point of beginning. Contains 0.9857 acres.

Said parcel consists of sixteen (16) lots upon each of which has been erected a private residential unit.

§ Common area

Addresses are all the same street address: 188 E. 2050 S. Bountiful, UT 84010. Unit numbers are A1, A2, A3, A4, B1, B2, B3, B4, C1, C2, C3, C4, D1, D2, D3, D4. All outside areas; consisting of driveways, walks and landscaped areas, shall be held and used in common by the owners of the sixteen (16) lots/units. Said parcel, 16 lots/units and common areas, are designated and named "Bountiful Townhouse Planned Unit Development".

ADDENDUM

ARTICLE I, 7 C. Refer also to Article II, Section 2A with respect to maintenance.

Expense and labor for oil stain on balconies and deck dividers and the paint and upkeep on the front metal railings are the sole responsibility of the unit owners—maintaining the present coloring. Original paint brands and colors have been discontinued.

Keep railing colors as close as possible to the original color of RAILING.
Use paint color chips in matching color for outside paint and /or spray can.

Use oil stain, semi-transparent and water repellent (water clean-up) for BALCONIES and DECK DIVIDERS.

Use BROWN Color. To keep the color consistency, stir often.

FURNACE FILTER SIZE: 16" x 25" x 1". Inspect every other month. Replace when dirty to save fuel.
WINDOW AIR CONDITIONER has a filter which can be cleaned by rinsing with water.

ARTICLE II, Section 14, D and E.

PETS: Dogs, cats, large birds, etc., are prohibited as they become an annoyance and nuisance to other owners, and yard and landscape caretakers.

WINDCHIMES: These have kept neighbors awake at night.

BAMBOO PATIO BLINDS: These need to be rolled and secured when it is windy or when you will be away, and particularly overnight.

We should all consider our neighbors.

ARTICLE II, Section 16 - Outside Parking

- a. The only visitor parking spaces, other than driveways of units being visited, are three parallel parking spaces opposite Building D between the Association tool shed and the fire hydrant. These are not for resident owned vehicles but for guest vehicles only.
- b. No overnight parking is permitted in the visitor parking spaces.
- c. The Bountiful City fire code prohibits curb-side parking in front of buildings B, C and D, and along the access lane from 2050 S. street. **THESE CURBS MUST BE KEPT CLEAR AT ALL TIMES.**
- d. Any vehicle parked within the development that has no current license plates and has not been driven for a period of thirty (30 days) will be considered abandoned and will be towed away at owner's expense.

ARTICLE II Section 17.

Any sign posted within the development indicating a unit is for sale or for rent shall only be displayed and located inside the window of the unit involved. No sign should be placed outside anywhere in the complex. Misplaced signs will be removed.

ARTICLE IV SECTION 2 C.

Owners have the option of paying the Annual Budget Assessment annually, bi-annually, quarterly, or monthly. Payments are due on the first day of the month and are late after midnight or the fifth day of the month. Late payment of installments shall cause a late fee to be added to the assessment in the amount of five (5) dollars for each day late to the end of the first month. Thereafter, the unpaid balance shall bear interest at the rate of twelve percent (12%) per annum from the date due.

Signed by the Bountiful Townhouse Association Board of Directors this 18 day of February 1994

Carol Bennett
Carol Bennett
Board Chairwoman

Lavern Kupfer
Lavern Kupfer
Board Member

Don Blasongame
Don Blasongame
Board Member

The foregoing document was acknowledged and signed before me by Carol Bennett, Lavern Kupfer and Don Blasongame each of whom acknowledge signing the instrument and that they had authority to do so by virtue of their standing as the board of directors of the BOUNTIFUL TOWNHOUSE OWNERS ASSOCIATION this 18 of February 1994

Jay A. Meservy
Notary Public

