

**AMENDMENTS TO EXISTING DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

These amendments of declaration made on the date hereinafter set forth by Country Hills Inc, a Utah Corporation, hereinafter referred to as "Declarant."

**AMENDMENT I**

Concerning Article II Property Rights.

Section 2. Class B Letter #B

Date to be changed from July 1, 1995 to July 1, 2011

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CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1994 OCT 25 3:40 PM FEE 55.00 DEP JB  
REC'D FOR FOUNDERS TITLE COMPANY

**AMENDMENT II**

Concerning Article IV Covenant for Maintenance Assessments

Section 2. Purpose of Assessments

Delete "and of the homes situated upon the properties.

**AMENDMENT III**

Concerning Section 3. Maximum Annual Assessment

(\$420.00) per lot to be changed to (\$720.00) per lot. The maximum annual assessment may be increased not more than 10% per year. Delete 5%.

**AMENDMENT IV**

Concerning Section 8. Effect of Nonpayment of Assessment:  
Remedies of the Association.

Change 10% to 18% per annum.

**AMENDMENT V**

Concerning Section 4. Signs.

Signs allowed in front windows of homes only.

**ADDITIONS TO EXISTING DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

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**ARTICLE VIII**

**Section 1. Casualty Insurance on Insurable Common Area.** The Trustees shall keep all insurable improvements and fixtures of the common area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the common area shall be written in the name of, and the proceeds thereof shall be payable to the association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular annual assessments made by the Association.

**Section 2. Replacement or Repair of Property.** In the event of damage to or destruction of any part of the common area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all lot owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such lot owner.

In the event that the association is maintaining blanket casualty and fire insurance on the homes, the Association shall repair or replace the same to the extent of the insurance proceeds available.

In the event of damage or destruction by fire or other casualty to any portion of the development covered by insurance written in the name of the association, the Trustees are empowered to and shall represent the members in any proceedings, negotiations, settlements or agreements. The Association is appointed attorney-in-fact of each owner for this purpose.

**Section 3. Liability Insurance.** The Trustees shall obtain a comprehensive policy of public liability insurance covering all of the common and limited common property for at least \$1,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operations, maintenance or use of the common areas. Liability insurance policies obtained by the Association shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an owner because of negligent acts of the Association or other owners.

**Section 4. Fidelity Insurance.** The Trustees may elect to obtain fidelity coverage

against dishonest acts on the part of managers, Trustees, officers, employees, volunteers, management agents or other responsible for handling funds held and collected for the benefit of the owners or members. In procuring fidelity insurance the Trustees shall seek a policy which (1) names the Association as obligee or beneficiary, plus (2) be written in an amount not less than the sum of (i) three months' operating expenses and (ii) the maximum reserves of the Association which may be on deposit at any time, and (3) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee."

**Section 5. Annual review of Policies.** All insurance policies shall be reviewed at least annually by the Trustees in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the property which may be damaged or destroyed.

## ARTICLE IX USE RESTRICTIONS

**Section 1. Construction, Business and Sales.** Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for the Declarant to maintain such facilities and conduct such activities as in the sole opinion of the Declarant may be reasonable required, convenient or incident to the construction and sale of lots during the period of construction and sale of said areas, construction yard, signs, model units and sales offices. As part of the overall program of development of the properties into a residential community and to encourage the marketing thereof, the Declarant shall have the right of use of the common area and facilities thereon, including any community buildings, without charge during the sales and construction period to aid in its marketing activities.

**Section 2. Quiet Enjoyment.** No noxious or offensive activity shall be carried on upon any part of the properties nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners or which shall in any way increase the rate of insurance.

**Section 3. Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except that dogs, cats or other household pets, two or less in total number, may be kept provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the property which result in an annoyance or are obnoxious, by noise, smell or otherwise, to lot owners. All pets must be kept in the lots or on a leash when in the common areas. This provision may be made more restrictive by Rule of the Association.

**Section 4. Parking.** All automobile parking must be off the street on the owners driveway or garage area. Visitors must either park in the driveway also or use the spillover

parking in common area.

No motor vehicle which is inoperable shall be allowed within the Properties, and any motor vehicle which remains parked over 72 hours shall be subject to removal by the Association, at the owner's expense.

**Section 5. External Apparatus.** No home owner shall cause or permit anything (including without limitation, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Trustees.

**Section 6. Exterior Television or other Antenna.** No exterior radio or other antennas, except one television antenna which shall not exceed four feet in height, per lot, shall be placed, allowed or maintained upon any lot or upon any structure or portion of the improvements situated and located upon the properties without prior written approval of the Trustees.

**Section 7. Garbage Removal and Clutter Control.** All rubbish trash and garbage shall be regularly removed from the lots and shall not be allowed to accumulate thereon. Garbage should be placed in proper containers.

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community. No lot shall be used in whole or in part for the storage of rubbish, trash, used or new building materials (except during construction), used or new metal, trucks, automobiles or machinery in whole or in parts. Bicycles, toys, and other similar items shall not be left in front yards when not in use but shall be placed out of sight within a storage building or other area. No personal property, substance, thing or material shall be kept on any lot or part thereof that will emit foul or obnoxious odors, or that will cause any noise that might disturb the peace and quiet of the surrounding property owners, or will cause the lot or part thereof to appear in unclean or untidy condition.

**Section 8. Interior Utilities.** All utilities, fixtures and equipment installed within a lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter boundaries of a lot, shall be maintained and kept in repair by the owner thereof. An owner shall do no act nor any work that will impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other lots or owners.

**Section 9. Leases.** Any lease or rental agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association and that any failure by lessee to comply with the terms of such documents shall be a default under the lease. All leases shall contain a verbatim restatement of the following Sections 10 and 11.

**Section 10. Retirement Community.** This planned unit development is an adult 55 years of age and older community, developed to provide housing for older persons.

Each grantee of a deed for a lot within the properties acknowledges by acceptance of that deed that a purpose of the development, and the facilities within the development are designed for retirement and area significant consideration in the purchase of the lot. A Home must be occupied by at least one person over the age of fifty-five, or by the surviving spouse of a person over the age of fifty-five who has occupied the Home. When the surviving spouse continues to occupy the Home, it must be acknowledge, however, that no surviving spouse may occupy a Home in Country Hill under this provision if that occupancy would cause the number of Homes occupied by persons under the age of fifty-five to fall below eighty percent of the total number of Homes in the Properties.

**Section 11. Adult Area.** All areas shall be designated as Adult.

No person occupying a lot within the adult area shall allow any child under the age of 18 to live upon said lot except for short term visits not to exceed 90 days. In the event any individual within the adult area should receive any child under the age of 18 as a permanent or long-term resident subsequent to its occupation of any lot, it shall be the responsibility of the owner to use reasonable and necessary efforts to fully instruct this younger person to live according to the Covenants and Restriction of Country Hills.

If a problem develops, the Association shall inform the owner of noncompliance and set up a 90 day period of evaluation. In the event that the noncompliance continues in excess of the 90 day review period, then the Association shall have the right to acquire said lot and dwelling at a purchase price not to exceed the original purchase price of the lot and living unit plus the purchase price of any permanent improvements that can be reasonable substantiated. This provision shall not be interpreted to restrict the Association from seeking any other legal or equitable remedy that is allowable by law.

**ARTICLE X  
EASEMENTS**

**Section 1. Encroachments.** Each lot and the property included in the common and limited common areas shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of the same, so long as it stands, shall and does exist. In the event the structure containing lots is partially or totally destroyed, and then rebuilt, the owners of the lots so affected agree that minor encroachments of parts of the adjacent lots or common or limited common areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

**Section 2. Utilities.** There is hereby created a blanket easement upon, across, over and under all of the properties for ingress, egress, limited to water, sewers, gas, telephone, cable and electricity. By virtue of this easement, it shall be expressly permissible for all public utilities serving the properties to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the properties, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and/or telephone wires, circuits and

conduits on, above, across and under roofs and exterior walls. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the properties except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Association shall have the right to grant such easement on said property without conflicting with the terms hereof. All utilities that are installed in, upon, under or through the common areas of the properties shall be maintained under the direction of the association.

**Section 3. Police, Fire and Ambulance Service.** An easement is hereby granted to all police, fire protection, ambulance services and all similar persons to enter upon the streets and common and limited common area in the performance of their duties.

**Section 4. Maintenance by Association.** An easement is hereby granted to the Association, its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over the common and limited common areas and any lot to perform the duties of maintenance and repair.

## ARTICLE XI GENERAL PROVISIONS

**Section 1. Enforcement.** The association, the Declarant or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of this declaration, or any rule of the Association, including but not limited to any proceeding at law or inequity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any owner to enforce any covenant or restriction herein contained or any rule of Association shall in no event be deemed a waiver of the right of the Association or any owner to do so thereafter. In the even action, with or without suit, is undertaken to enforce any provision hereof or any rule of the Association, the party against whom enforcement is sought shall pay to the Association or enforcing owner a reasonable attorney's fee. The Trustees may levy a fine or penalty not to exceed 10% of the amount of the maximum annual assessment against any owner who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice.

**Section 2. Severability.** All of said conditions, covenants and reservations contained in this declaration shall be construed together, but if any one of said conditions, covenants, or reservations, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant, Association and owners, their successors, heirs and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the invalidity

or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

**Section 3. Amendment.** The covenants, conditions and restriction of this Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the owners. Any amendment must be properly recorded in the records of Davis County, Utah to become effective.

Notwithstanding the foregoing, the Declarant reserves the right for so long as he shall have Class B membership status, to unilaterally amend the Declaration to comply with City, State or other laws, or regulations or requirements or holders, insurers, or guarantors of first mortgages, subject to compliance with applicable guidelines of the Federal Housing Administration or Veterans Administration.

**Section 4. Notices.** Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last know address of the person who is entitled to receive it.

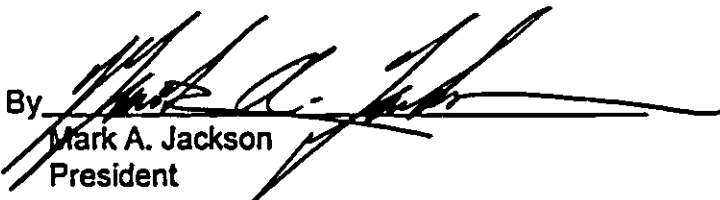
**Section 5. Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

**Section 6. Waivers.** No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

**Section 7. Topical Headings.** The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21<sup>st</sup> day of OCT, 1994.

Country Hills Inc.,  
a Utah Corporation, Declarant

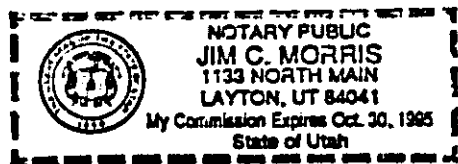
By   
Mark A. Jackson  
President

\_\_\_\_\_  
Secretary

State of Utah )  
                  ) : ss  
County of Davis )

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On the 21 day of OCT, 1994, personally appeared before me MARK A. JACKSON, who being by me duly sworn, did say that he, the said MARK A. JACKSON, is the VICE PRESIDENT of COUNTRY HILLS INC., A UTAH CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors), and said MARK A. JACKSON duly acknowledged to me that said corporation executed the same.



*Jim C. Morris*  
\_\_\_\_\_  
Notary Public



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All of Lots 1 through 30 inclusive, SUMMER PLACE P.U.D., according to the official plat thereof, recorded in the office of the County Recorder of Davis County, Utah.

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