

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RESERVATION
OF EASEMENTS FOR
COZYDALE RETREAT SUBDIVISION**

THIS AMENDMENT TO THE DECLARATION, as amended, is made this 28th day of August, 1995, pursuant to Section 6 of Article XVII of the Declaration by NELS ARTHUR JACOBSON and COZYDALE RETREAT OWNERS ASSOCIATION with the written consent of at least seventy-five percent (75%) of each Class of Members of the Association, Declarant;

W I T N E S S E T H:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Cozydale Retreat Subdivision was dated the 6th day of February, 1989, and recorded on the 15th day of February, 1989 in Book 1555, Page 1581, as Entry Number 1070514; and

WHEREAS, Notice of Annexation of Additional Territory dated the 10th day of February, 1994, was recorded on February 11, 1994 in Book 1702, Page 1719, Entry Number 1274306; and

WHEREAS, the said Declaration and Notice relate to the following described real property situate in the City of Roy, County of Weber, State of Utah, to-wit:

E# 1377943 BK1783 PG1815
DOUG CROFTS, WEBER COUNTY RECORDER
12-DEC-95 930 AM FEE \$52.00 DEP MH
REC FOR: COZYDALE.OWNERS.ASSOCIATION

All of Lots 1 through 29, inclusive, Cozydale
Retreat Subdivision, together with the common
areas thereunto appurtenant;

and

WHEREAS, it is necessary and desirable to further amend said
Declaration and Amendments;

NOW, THEREFORE, the said Declaration and Amendments are
further amended as follows:

1. Section 2 of Article VI is amended to read as follows:

"Article VI

Covenants for Maintenance Assessments

Section 2. Purpose of Common Assessments. The assessments levied by the Association shall be used to promote the common health, safety, benefit, recreation and welfare of the Owners and for the improvements and maintenance of the Common Area and of the dwelling units situated upon the Lots in the Properties as provided herein. The assessments shall also be for an adequate reserve to be used as appropriate for maintenance repairs and replacement of those elements of the common property that must be replaced on a periodic basis. However, disbursements from the Common Area Reserve Fund shall be made by the Board of Directors only for the specific purpose specified in this Article VI. Disbursements from the Operating Fund shall be made by the Board of Directors for such purposes as are necessary for the discharge of its responsibilities herein for the common benefit of all of the Owners, other than those purposes for which disbursements from the Common Area Reserve Fund are to be used. Nothing in this Declaration shall be construed in such a way as to permit the Association to use any assessments to abate any nuisance or

annoyance emanating from outside the boundaries of the Properties. Nothing contained herein shall limit, preclude or impair the establishment of additional Cozydale Retreat Maintenance Funds by the Association, so long as the amounts deposited into any such fund are earmarked for specified purposes authorized by this Declaration."

2. Section 8 of Article VIII is amended to read as follows:

"Article VIII

Architectural Control

Section 8. Variance. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing and must be signed by at least two (2) members of the Board of Adjustment of Weber County. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect, in any way, the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to zoning ordinances and lot set back lines or requirements imposed by any governmental or municipal authority."

3. Section 5 of Article X is amended to read as follows:

"Article X

Use Restrictions

Section 5. Signs. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Properties or any Lot without the prior written consent of the Architectural Committee, except one sign for each dwelling unit of not more than three (3) feet by two (2) feet, plain white or black block letters, advertising the property for sale or rent, or except signs, regardless of size, used by Declarant, its successors or assigns, to advertise the Properties during construction and sales periods. All signs or billboards and the conditions promulgated for the regulations thereof shall conform to the requirements of the Weber County Ordinances."

4. Sections 1, 2, 5, 6 and 8 of Article XIII are amended to read as follows:

"Article XIII

Insurance

Section 1. Common Area. The Association may keep all buildings, improvements and all 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 proceeds 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 included in the Common Assessments made by the Association."

"Section 2. Insurance Obligations of the Homeowners. The homeowner shall insure his entire dwelling unit, including the structural portions of said dwelling unit, against loss or damage by fire or by any other casualty, under the standard form of extended endorsement and broad form now in use in the State of Utah, or under such other insurance as may be required by any Mortgagee of the residence. All insurance shall be for the full replacement value of the dwelling unit and for the benefit of the Owner."

"Section 5. Liability Insurance. The Association shall obtain comprehensive public liability insurance, including medical payments, liquor liability insurance and malicious mischief, in the amount of \$1,000,000.00 per occurrence for personal injury and/or property damage arising from the activities of the Association or with respect to property under its jurisdiction."

"Section 6. Fidelity Coverage. The Association may obtain fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds collected and held for the benefit of the Lot Owners. The fidelity bond or insurance must name the Association as the named insured."

"Section 8. Hazard Insurance. Each homeowner shall be responsible for hazard and liability insurance for dwellings, buildings and contents on his individual property."

5. Section 10 of Article X is amended to read as follows:

"Article X

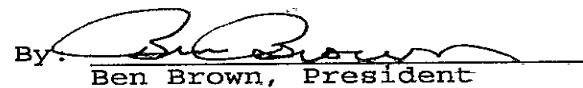
Use Restrictions

"Section 10. Outbuildings. No outbuilding, basement, tent, shack, shed or other building or improvement of any kind shall be placed upon any portion of the Properties, either temporarily or permanently. Provided, however, subject to the control and approval of the Architectural Control Committee, one small storage structure may be placed and maintained on each Lot with the exception of Lots 9, 10, 26, 27, 28 and 29, on which no such storage structure shall be permitted. No garage, storage structure, trailer, camper, motorhome or recreational vehicle shall be used as a residence on the Properties, either temporarily or permanently."

IN WITNESS WHEREOF, Declarant has executed this Amendment on the day and year first above written.


NELS ARTHUR JACOBSON

COZYDALE RETREAT OWNERS
ASSOCIATION

By: 
Ben Brown, President

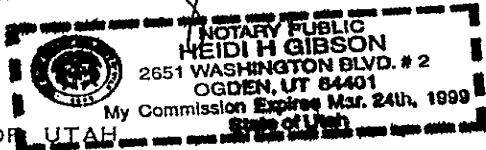
STATE OF UTAH)
) ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this

31 day of Aug, 1995 by NELS ARTHUR JACOBSON.

Nels Arthur Jacobson

Heidi H. Gibson
NOTARY PUBLIC



STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On the _____ day of _____, 1995, personally
appeared before me _____, who being
by me duly sworn did say that he is the _____
of COZYDALE RETREAT OWNERS ASSOCIATION, and that the foregoing
instrument was signed in behalf of said Association by authority of
its Board of Directors, and the said _____
duly acknowledged to me that said Association executed the same.

NOTARY PUBLIC

E# 1377943 BK1783 PG1821

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

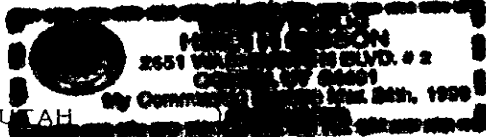
The foregoing instrument was acknowledged before me this

31 day of Aug., 1995 by NELŠ ARTHUR JACOBSON.

Nels Arthur Jacobson

Deirda A. Helgeson

NOTARY PUBLIC



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

On the 5 day of Sept, 1995, personally
appeared before me *Ben Brown*, who being

by me duly sworn did say that he is the President
of COZYDALE RETREAT OWNERS ASSOCIATION, and that the foregoing
instrument was signed in behalf of said Association by authority of
its Board of Directors, and the said *Ben Brown*

duly acknowledged to me that said Association executed the same.

E# 1377943 BK1783 PG1822

Ben Brown

Margaret Wasserein

NOTARY PUBLIC

