AMENDMENT TO COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BAILEY ACRES SUBDIVISION

The following is an amendment to the Covenants, Conditions and Restrictions for Bailey Acres Subdivision which was recorded September 1, 1998.

W1878963

10.5 is hereby amended and replaced with the following:

Parking and Vehicular Restrictions

No owner of any lot shall park, store or keep any vehicle except wholly within the parking area designated therefor and any inoperable vehicle shall be stored only in garages. No owner shall park store or keep on any property or street within the Properties, any large commercial type vehicle (dump truck,

cement mixer or delivery truck and any other vehicular equipment, mobile or otherwise to be deemed a nuisance to the board.

Paragraph 10.10 **No Transient Lodging Uses**, to be deleted from the Covenants, Conditions and Restrictions.

Paragraph 10.13 <u>Temporary Buildings</u>, to be deleted from the Covenants, Conditions and Restrictions.

Paragraph 11.3 is hereby amended and replaced with the following: **Building Size:** The following minimum finished square foot living area requirements shall apply. Living areas shall be calculated exclusive of garages, one story open porches, and basements.

One Story Dwellings (Rambler): The minimum square foot living area shall not be less than 1,500 square feet.

Two Story Dwellings: The combined area of the two stories above street level shall not be less than 1,900 square feet.

Split Level Dwellings: The combined area of the ground level and adjoining levels qualifying as stories as herein defined, shall not be less than 2,500 square feet. If four feet or more of foundation is above finished grade, then the level qualifies as a story. For the purposes of these covenants, the basement area shall in no event be considered a story.

Paragraph 11.6 is hereby amended and replaced with the following:

Siding Materials: The exterior of all dwellings must consist entirely of "natural" materials. Unless specifically approved by the Architectural Committee, only the following exterior wall surface materials are allowed: wood siding, stone, brick, and stucco. Textured plywood, metal, vinyl, masonite or similar manufactured siding materials are prohibited. There shall be no more than two separate exterior wall materials on any wall surface (excluding trim), and no more than three on any one Building. Exterior wall colors must harmonize with the site and surrounding buildings. The predominant tone should be earth tone, whether in the natural color or patina of the

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weathered color of the wall surface itself or the color of the stain or other coating. Fascia and trim shall also remain in the white, gray or earth tone spectrum.

Paragraph 11.8 is hereby amended and replaced with the following:

<u>Fireplaces/Chimneys:</u> Only wood-burning stoves and/or natural gas, fireplaces, or other such appliance is permitted on each Lot. The primary heat source must be of a source other than wood. No coal-fired appliances may be used, and no coal shall be burned in fireplaces. Chimneys must be enclosed in an approved siding material with a spark arrester. All fireplaces and wood burning devises shall meet Federal Environmental Protection Agency guidelines.

Paragraph 8.2 is hereby amended and replaced with the following:

Approval by Committee. No fences or outbuilding of any kind may be erected, placed, altered or permitted without the prior written approval of the Architectural Control Committee. A Lot owner desiring to erect, place, or alter a fence or outbuilding shall submit to the Architectural Control Committee construction plans and specifications and a plot plan showing the location of the structure. In determining whether to approve or disapprove the proposed structure, the Architectural Control Committee shall consider its height, location, quality of workmanship, harmony of design with existing structures, and visual effect on the Subdivision and on other Lots.

ALL OTHER COVENANTS, CONDITIONS AND RESTRICTIONS SHALL REMAIN THE SAME.

ITS:

DECLARANT:
BAILEY ESTATES, L.C.

STATE OF UTAH

;ss.

COUNTY OF WEBER

On this 23rd day of 0c to ber ,2001, personally appeared before me G. Norman George whose identity is personally known to me, or proved to me on the basis of satisfactory evidence, and who by me duly swom, did say that he is a managing partner of BAILEY ESTATES, L.L.C. and that said Covenants, Conditions and Restrictions were signed by him in behalf of said limited liability company by authority of its Operating Agreement and said G. Norman George acknowledged to me that said limited liability company executed the same.

NOTARY PUBLIC

Residing at: Ogden, Utal

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	Addresses, Front	Bailey ages, Squan		creage	& Tax ID#s
<u>Phase</u>					
Lot	Address	Frontages (in feet)	Sq Ft	Acreage	Tax ID #
#1	3234 E 4650 N	120.25	26,692	0.61	22-144-0001
#2	3212 E 4650 N	122.85	26,672		22-144-0002
#3	SOLD	112.77	28,447		22-144-0003
#4	3178 E 4650 N	114.94	26,910		22-144-0004
#5	3162 E 4650 N	148.53	31,578	+-	22-144-0005
#6	3144 E 4650 N	113.16	27,586		22-144-0006
#7	3128 E 4650 N	112.52	26,854		22-144-0007
#8	3110 E 4650 N	112.46	26,763		22-144-0008
#9	SOLD	115.92	26,910		22-144-0009
#10	SOLD	113.53	26,931	-	22-144-0010
	3153 E 4650 N or 4615 N	135.18 ог			
#11	3150 E	188.26	26,878	0.62	22-144-0011
#12	SOLD	114.13	26,867	0.62	22-144-0012
#13	SOLD	114.93	26,668		22-144-0013
#14	SOLD	101.38	26,860	0.62	22-144-0014
#15	4539 N 3150 E	116.19	26,864	0.62	22-144-0015
#16	4523 N 3150 E	115.43	26,854	0.62	22-144-0016
#17	4505 N 3150 E	107.76	26,674	0.61	22-144-0017
#18	SOLD	114.35	27,425	0.63	22-144-0018
#19	4308 N 3150 E	112.51	26,818	0.62	22-145-0001 —
#20	4326 N 3150 E	112.5	26,831	0.62	22-145-0002
#21	4342 N 3150 E 4372 N 3175 E or 3159 E	112.5	26,831	0.62	22-145-0003
#22	4400 N	180.61 or 94.41	26,828	0.62	22-145-0004
#23	4390 N 3175 E	89.21	29,696	0.68	22-145-0005
#24	4410 N 3175 E or 3183 E 4425 N	196.55 or 128.32	27,659		22-145-0006
	4440 N 3150 E or 3168 E	211.89 or			_
#25 "25	4425 N	131.09	27,659		22-145-0007 /
#26	4458 N 3150 E	113.65	27,029		22-145-0008 /
#27	4476 N 3150 E	123.02	26,856		22-145-0009
#28	4498 N 3150 E	137.04	26,890		22-144-0019
¥29	4514 N 3150 E	113.05	28,210		22-144-0020
# 30	4532 N 3150 E	111.65	27,225		22-144-0021
#31	SOLD	111.28	27,248		22-144-0022
#32	4566 N 3150 E	112.5	26,831		22-144-0023
#33	SOLD	112.5	26,831		22-144-0024
‡3 4	4604 N 3150 E 4622 N 3150 E or 3183 E	110.16	26,720		22-144-0025
¥35	4650 N	286.16	26,787		22-144-0026
#36	SOLD	115.02	26,819		22-144-0027
¥37	SOLD	112.54	26,717		22-144-0028
#38	3237 E 4650 N	110.15	26,687	0.61	22-144-0029
	II:				

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<u>Lot</u>	<u>Address</u>	Frontages	Sq Ft	1
#39	4469 N 3150 E	111.39	27,009	0.62 22-146-0001
#40	4453 N 3150 E	112.38	28,587	0.66 22-146-0002
#41	4435 N 3150 E	112.48	29,010	0.67 22-146-0003
#42	4419 N 3150 E	83.02	31,080	0.71 22-146-0004
#43	4403 N 3150 E	112.02	32,871	0.75 22-146-0005
#44	4377 N 3150 E	94.89	28,663	0.66 22-146-0006
#45	4359 N 3150 E	112.42	27,274	0.63 22-146-0007
#46	4343 N 3150 E	112.53	26,990	0.62 22-146-0008
#47	4325 N 3150 E	112.53	26,930	0.62 22-146-0009
#48	4309 N 3150 E	112.48	26,874	0.62 22-146-0010

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