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RETURNED

JAN 29 2004

lots 1 thru 50 Walker Estates Street
12-312-0001 thru 0050

E 1957722 B 3465 P 644
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 JAN 29 11:14 AM FEE 66.00 DEP JKM
REC'D FOR SHAFFER LAW OFFICES PC

**AMENDMENT
TO
ENABLING DECLARATIONS OF COVENANTS, CONDITIONS AND
RESTRICTIONS
OF
WALKER ESTATES, a Community Development**

THIS AMENDMENT to the ENABLING DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF WALKER ESTATES, A COMMUNITY
DEVELOPMENT is hereby made and executed this 15 day of January, 2004,
by WALKER ESTATES, LLC by virtue of authority and approval of the owners within the
development.

WHEREAS, the original Enabling Declaration of Covenants, Conditions and Restrictions
of Walker Estates, a Community Development, was recorded April 1, 1998, as Entry No.
1393406 in Book 2266 at Page 1028. The purpose of this Amendment is to modify Section 7.3
Alterations, Additions and Attachments. Said 7.3 is hereby amended as follows: No building
wall or other structure, satellite dish or receiver, or outside antenna shall be commenced, erected,
altered, placed or permitted to exist on any portion of the project, without the prior written
approval of the management committee. No individual fences shall be permitted within the
confines of Walker Estates, a Community Development except the four (4) existing fences that
are presently on Lots 13, 19, 20, and 21 Walker Estates, a Community Development.

THIS AMENDMENT is pursuant to Section 12.7 entitled "Amendment." The attached
"Exhibit A," attests to the fact that over ninety percent (90%) of the lot owners approved this
Amendment and therefore the Amendment is binding upon all lot owners.

All other Sections and terms and conditions of the Enabling Declarations of Covenants, Conditions and Restrictions of Walker Estates, a Community Development, shall remain in full force and effect except as modified herein.

The legal description of the property consisted of Walker Estates, a Community Development, is more particularly described as follows:

A PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY: BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING 831.65 FEET NORTH 89°58'46" EAST ALONG SAID SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 15; RUNNING THENCE NORTH 89°58'46" EAST 65.00 FEET ALONG SAID SECTION LINE; THENCE SOUTH 0°01'14" EAST 164.85 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 77.68 FEET (CENTRAL ANGLE EQUALS 34°14'17" AND LONG CHORD BEARS SOUTH 17°05'55" WEST 76.53 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 34°13'03" WEST 269.39 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 41.74 FEET (CENTRAL ANGLE EQUALS 34°10'03" AND LONG CHORD BEARS SOUTH 17°08'02" WEST 41.13 FEET); THENCE NORTH 89°58'47" EAST 612.62 FEET; THENCE SOUTH 0°09'27" EAST 377.09 FEET; THENCE SOUTH 0°07'34" WEST 387.96 FEET TO THE NORTH LINE EXTENDED OF SYRACUSE VILLAGE PLAT "B", SYRACUSE CITY, DAVIS COUNTY, UTAH; THENCE NORTH 89 14'09" WEST 663.47 FEET ALONG SAID NORTH LINE EXTENDED AND NORTH LINE OF SAID SYRACUSE VILLAGE PLAT "B" AND SYRACUSE VILLAGE PLAT "A", SYRACUSE CITY, DAVIS COUNTY, UTAH TO THE MOST NORTHWESTERLY CORNER OF SAID PLAT "A"; THENCE NORTH 0°03'01" EAST 811.24 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 26.20 FEET (CENTRAL ANGLE EQUALS 11°32'51" AND LONG CHORD BEARS NORTH 28°26'38" EAST 26.16 FEET TO A POINT OF TANGENCY; THENCE NORTH 34°13'03" EAST 262.04 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 65.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 38.84 FEET (CENTRAL ANGLE EQUALS 34°14'17" AND LONG CHORD BEARS NORTH 17°05'55" EAST 38.27 FEET) TO A POINT OF TANGENCY; THENCE NORTH 0°01'14" WEST 173.74 FEET TO THE POINT OF BEGINNING.

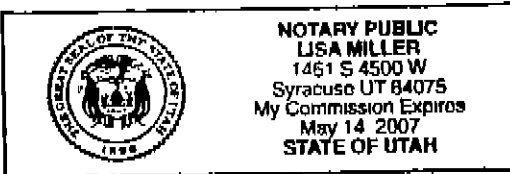
IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set its hand and seal the day and year first above written.


WALKER ESTATES, L.L.C.
Declarant


By: **CHRIS W. THURGOOD, Manager**

STATE OF UTAH :
: SS :
COUNTY OF DAVIS :

On the 15 day of JANUARY, 2004, personally appeared before me CHRIS W. THURGOOD who being by me first duly sworn did declare that he is the Manager of WALKER ESTATES, L.L.C. and that the foregoing instrument was signed on behalf of the company by authorization of the Operating Agreement and on behalf of said WALKER ESTATES, L.L.C.




NOTARY PUBLIC

E 1957722 B 3465 P 647

WALKER ESTATES HOMEOWNERS ASSOCIATION

PROPOSED AMENDMENT TO COVENANTS

October 16, 2003

During the May 22, 2003, Walker Estates Homeowners annual meeting, it was proposed and approved that an amendment to the covenants for Walker Estates be as follows:

Section 7.3. Alterations, Additions and Attachments. (No individual fences shall be permitted within the Project, with the exception of the three existing fences, one each on Lots 19, 20 and 21.) No building, (delete fence.) wall or other structure, ...

In order to legally clarify and amend this change to the covenants (as was formally approved at the last Homeowners Association meeting noted above), it is necessary that each home owner sign below.

Lot #	Name	Signature	Lot #	Name	Signature	Lot #	Name	Signature
1	Tew	<i>[Signature]</i>	17	Ewing	<i>[Signature]</i>	32	Garrett	<i>[Signature]</i>
2	Vigil	<i>[Signature]</i>						<i>[Signature]</i>
6	Garrett	<i>[Signature]</i>	18	Handy	<i>[Signature]</i>	33	Shaw	<i>[Signature]</i>
7	Horton	<i>[Signature]</i>	19	Johnson	<i>[Signature]</i>	34	Page	<i>[Signature]</i>
8	Galbraith	<i>[Signature]</i>	20	Vinzant	<i>[Signature]</i>	35	Gillespie	<i>[Signature]</i>
9	Price	<i>[Signature]</i>	21	Tippetts		36	Curtis	<i>[Signature]</i>
10	Jones	<i>[Signature]</i>	22	Bills	<i>[Signature]</i>	37	Arrington	<i>[Signature]</i>
11	Chatlin		23	Goodfellow	<i>[Signature]</i>	38	Sherman	
12	Milligan	<i>[Signature]</i>	24	Centennial		39	Passey	<i>[Signature]</i>
13	Anderson	<i>[Signature]</i>	25	ALVEY	<i>[Signature]</i>	40	Peterson	<i>[Signature]</i>
14	Young	<i>[Signature]</i>	26	Openshaw	<i>[Signature]</i>	41	Sedgwick	<i>[Signature]</i>
15	Parker-Dahl	<i>[Signature]</i>	29	Nichols	<i>[Signature]</i>	42	Bodily	<i>[Signature]</i>
16	Thaxton	<i>[Signature]</i>	30	LaClaire	<i>[Signature]</i>	49	Rentmeister	<i>[Signature]</i>
						50	Paget	<i>[Signature]</i>