

WHEN RECORDED MAIL TO:
Kier Property Management &
Real Estate LLC
3710 Quincy Avenue
Ogden, UT 84403
Phone: (801) 621-3390

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/21/2009 01:55 PM
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DEC 21 2009

**SECOND AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

09-343-0001 to
0080

**EVANS COVE AT ANTELOPE VILLAGE
A PLANNED RESIDENTIAL UNIT DEVELOPMENT**

This SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF EVANS COVE AT ANTELOPE VILLAGE, A PLANNED RESIDENTIAL UNIT DEVELOPMENT, herein after referred to as the "Second Amendment", is made this 21st day of December, 2009, by the Evans Cove at Antelope Village Association, Inc., hereafter referred to as the "Association."

RECITALS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions, hereinafter referred to as the "Declaration," was recorded on May 20, 2005, in the office of the Davis County Recorder, in Davis County, Utah, as Entry No. 2075034 in Book 3792 at pages 201-233; and

WHEREAS, the First Amendment of the Declaration of Covenants, Conditions and Restrictions, hereinafter referred to as the "First Amendment," was recorded on March 12, 2009, in the office of the Davis County Recorder, in Davis County, Utah, as Entry No. 2431587 in Book 4731 at pages 638-642; and

WHEREAS, the legal description of Evans Cove at Antelope Village, in Davis County, Utah, is set forth in Exhibit A attached to the "First Amendment"; and

WHEREAS, the Declaration, Bylaws, and "First Amendment" is amended by the affirmation vote of seventy-five percent (75%) of the Members of the Association at the annual meeting of the Association held on November 18, 2009 at 7:00 p.m., at the Courtyard Marriott, Layton, Utah.

NOW THEREFORE, the Association hereby makes the following Amendments:

Amendment to ARTICLE III, Section 3.10

ARTICLE III, Nature and Incidents of Ownership, section 3.10, p. 7 section referenced is amended from:

3.10 *Party Walls*. Each wall which is built as part of the original construction of a residential unit within the Project and placed on the dividing line between two Lots shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Section 3.09, the general rules of law regarding Party Walls . . .

to:

3.10 *Party Walls*. Each wall which is built as part of the original construction of a residential unit within the Project and placed on the dividing line between two Lots shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Section 3.10, the general rules of law regarding Party Walls . . .

ARTICLE III, Nature and Incidents of Ownership, section 3.10, subsection (c), p. 8 section referenced is amended from:

(c) notwithstanding any other provisions of this Section 3.09, an Owner whose negligent or willful act causes the Party Wall to be exposed to the elements . . .

to:

(c) notwithstanding any other provisions of this Section 3.10, an Owner whose negligent or willful act causes the Party Wall to be exposed to the elements . . .

ARTICLE III, Nature and Incidents of Ownership, section 3.10, subsection (e), p. 8 section referenced and spelling is amended from:

(e) in the event of any dispute arising concerning the Party Wall, or under the other provisions of this Section 3.09, each Party to such dispute shall chuse one (1) arbitrator and such arbitrators shall chuse an additional arbitrator and the decision of such arbitrators shall be by a majority of all arbitrators so selected and such decision shall be binding upon the Parties to the dispute.

to:

(e) in the event of any dispute arising concerning the Party Wall, or under the other provisions of this Section 3.10, each Party to such dispute shall choose one (1) arbitrator and such arbitrators shall choose an additional arbitrator and the decision of such arbitrators shall be by a majority of all arbitrators so selected and such decision shall be binding upon the Parties to the dispute.

Amendment to ARTICLE V, Sections 5.03 and 5.04

ARTICLE V, Easements, sections 5.03 and 5.04, p. 10 are deleted.

Amendment to ARTICLE V, Section 5.05

ARTICLE V, Easements, section 5.05, p. 10 wording is amended from:

5.05 *Easements Deemed Created*. All conveyances of a Lot within the Project hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided for herein even though no specific reference to such easements appears in any such conveyance.

to:

5.05 *Easements Deemed Created*. All conveyances of a Lot within the Project hereafter made shall be construed to grant and reserve such reciprocal easements as are provided for herein even though no specific reference to such easements appears in any such conveyance.

Amendment to ARTICLE V, Section 5.06

ARTICLE V, Easements, section 5.06, p. 10 wording is amended from:

5.06 *Easement for Maintenance of Lots.* The Association, its agents, employees, or subcontractors, shall have the right of easement over and across each Lot, but not to any portion of the interior of any Residential Unit, for the purpose of maintaining the Lot in accordance with the provisions of Section 3.05 hereof, together for the purpose of maintaining, repairing or replacing, as necessary, any and all land-drain laterals that may traverse said Lots.

to:

5.06 *Easement for Maintenance of Lots.* The Association, its agents, employees, or subcontractors, shall have the right of easement over and across each Lot, but not to any portion of the interior of any Residential Unit, for the purpose of maintaining the Lot in accordance with the provisions of Sections 3.03 and 3.05 hereof, together for the purpose of maintaining, repairing or replacing, as necessary, any and all land-drain laterals that may traverse said Lots.

Amendment to ARTICLE VI, Section 6.01

ARTICLE VI Restrictions on Use, section 6.01, p. 10 wording is amended from:

6.01 *Residential Uses.* All Lots are intended to be used for single family residential housing and are restricted to such use. No Residential Unit shall be used for business or commercial activities; provided, however, that nothing herein shall be deemed to prevent (i) Declarant, the Association, or its duly-authorized agents from using any Units owned by the Declarant or the Association as sales models; or (ii) any Owner or his or her duly-authorized agent from renting or leasing his or her Residential Unit from time to time.

to:

6.01 *Residential Uses.* All Lots are intended to be used for single family residential housing and are restricted to such use. No Residential Unit shall be used for business or commercial activities; provided, however, that nothing herein shall be deemed to prevent any Owner or his or her duly-authorized agent from renting or leasing his or her Residential Unit from time to time.

Amendment to ARTICLE VI, Section 6.03

ARTICLE VI Restrictions on Use, section 6.03, p. 11 wording is amended from:

6.03 *Restrictions on Animals.* No animals other than household pets in a reasonable number shall be kept or allowed in any part of the Project. Whenever a pet is allowed to leave the Lot of its Owner, it shall be on a leash or some other appropriate restraint. Each Owner shall be responsible to keep any and all such household pets confined to said Owner's Lot.

to:

6.03 *Restrictions on Animals.* The Board may establish rules and regulations governing pets and failure to abide by such rules and regulations may result in fines and/or the removal of the pet(s) from the Project, as determined by the Board. Whenever a pet is allowed to leave the Lot of its Owner, it shall be on a leash or some other appropriate restraint. Each Owner shall be responsible to keep any and all such household pets confined to said Owner's Lot.

Amendment to ARTICLE VII, Section 7.03

ARTICLE VII The Association, Section 7.03, p. 12 wording is amended from:

7.03 Board of Directors. The Association shall be governed by a Board of Directors as the same shall be established and defined in the Bylaws of the Association. The Board of Directors shall initially consist of persons appointed by the Declarant. At the time of the first annual meeting of the Members, the Members (including Declarant) shall elect, in accordance with the Bylaws, a Board of Directors replacing the initial Board of Directors as defined in the preceding sentence. From and after the first lection of the Board of Directors by the Members, not less than one of the Directors shall be elected solely by the votes of the Members other than Declarant pursuant to the election procedures set forth in the Bylaws.

to:

7.03 Board of Directors. The Association shall be governed by a Board of Directors as the same shall be established and defined in the Bylaws of the Association.

Amendment to ARTICLE VII, Section 7.05

ARTICLE VII The Association, Section 7.05, p. 12-13 is deleted.

Amendment to ARTICLE VII, Section 7.06

ARTICLE VII The Association, Section 7.06, subsection (b), p. 13 wording is amended from:

(b) in the event of a lack of a Quorum comprised of fifty-one percent (51%) of the outstanding votes at a regular or special meeting of the Owners called to increase (or decrease) the Regular Assessment or a Special Assessment, another special meeting shall be called by sending notice of said meeting by certified mail stating the intent thereof and providing a minimum of fourteen (14) days written notice. At the subsequent special meeting, the Quorum shall consist of those Owners present and a majority vote of the Owners attending shall be sufficient to constitute an increase (or decrease) to the Regular Assessment or any Special Assessment.

to:

(b) in the event of a lack of a Quorum comprised of fifty-one percent (51%) of the outstanding votes at a regular or special meeting of the Owners called to increase (or decrease) the Regular Assessment or a Special Assessment, another special meeting shall be called by sending notice of said meeting (as described in Section 17.03) stating the intent thereof and providing a minimum of fourteen (14) days written notice. At the subsequent special meeting, the Quorum shall consist of those Owners present and a majority vote of the Owners attending shall be sufficient to constitute an increase (or decrease) to the Regular Assessment or any Special Assessment.

Amendment to ARTICLE VII, Section 7.08

ARTICLE VII The Association, Section 7.08, p. 13 is deleted.

Amendment to ARTICLE VIII, Section 8.01

ARTICLE VIII, Certain Rights and Obligations of the Association, Section 8.01, p. 14 wording is amended from:

8.01 *The Common Area.* The Association, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management, control, operation, and maintenance of the Common Area, including all improvements thereon (including the Common Facilities), and shall keep the same in a good, clean, attractive, safe, and sanitary order and repair. All goods and services procured by the Association in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund. All Owners within the Project acknowledge that the ownership of the Common Area by the Association is in the best interest of the Owners and that Layton City will not be responsible for the Common Area, now, or at any future date.

to:

8.01 *The Common Area.* The Association, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management, control, operation, and maintenance of the Common Area, including all improvements thereon (including the Common Facilities), and exterior of residential units (described in section 3.03), and shall keep the same in a good, clean, attractive, safe, and sanitary order and repair. All goods and services procured by the Association in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund. All Owners within the Project acknowledge that the ownership of the Common Area by the Association is in the best interest of the Owners and that Layton City will not be responsible for the Common Area, now, or at any future date.

Amendment to ARTICLE IX, Section 9.02

ARTICLE IX Assessments, Section 9.02, p. 16-17 wording is amended from:

9.02 *Agreement to Pay Assessments.* Declarant, for each Lot owned by it and each Owner, for each Lot owned, by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all Assessments made for the purposes provided for in this Declaration. Such Assessments shall be fixed, established, and collected from time to time as provided in this Article.

to:

9.02 *Agreement to Pay Assessments.* Each Owner, for each Lot owned, by the acceptance of instruments of conveyance and transfer therefore, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all Assessments made for the purposes provided for in this Declaration. Such Assessments shall be fixed, established, and collected from time to time as provided in this Article.

Amendment to ARTICLE IX, Section 9.04

ARTICLE IX Assessments, Section 9.04 subsection (a), p. 17 wording is amended to add section reference from:

(a) *Common Expense.* Each Regular Assessment shall be based upon an advance estimate of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with, maintenance and operation of the Common Area as set forth in Section 8.01 hereof, the maintenance of the Lots as set forth in Section 3.05 hereof, and for the provision of utility services (to the extent not separately metered or billed), and all other common items to the Project for the fiscal year for which the Regular Assessment is being made. . . .

to:

(a) *Common Expense.* Each Regular Assessment shall be based upon an advance estimate of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with, maintenance and operation of the Common Area as set forth in Section 8.01 hereof, the maintenance of the Lots as set forth in Sections 3.03 and 3.05 hereof, and for the provision of utility services (to the extent not separately metered or billed), and all other common items to the Project for the fiscal year for which the Regular Assessment is being made. . . .

ARTICLE IX Assessments, Section 9.04, subsection (b), p. 17 wording is amended from:

(b) *Apportionment.* Expenses attributable to the Common Expense or to the Project as a whole shall be apportioned among, and assessed to, each Lot on *apro rata* basis. Notwithstanding the foregoing, the Declarant shall not be responsible to pay an Assessment otherwise attributable to each Lot which is unimproved, or improved but unoccupied, to which Declarant retains ownership.

to:

(b) *Apportionment.* Expenses attributable to the Common Expense or to the Project as a whole shall be apportioned among, and assessed to, each Lot on *apro rata* basis.

ARTICLE IX Assessments, Section 9.04, subsection (d), p. 18 wording is amended from:

(d) *Inadequate Funds.* In the event that the Common Expense Fund proves inadequate during any fiscal year for whatever reason, including non-payment of Owner's Assessments, the Association may either borrow funds and/or levy additional Assessments in accordance with the procedure set forth in Section 9.05, except that the vote therein specified shall not be necessary. If the association elects to levy such an additional assessment, then no such assessment or Assessments levied in any fiscal year may, in the aggregate, exceed five percent (5%) of the Common Expense Fund for that fiscal year without the vote or written consent of a majority of voters other than the Declarant;

to:

(d) *Inadequate Funds.* In the event that the Common Expense Fund proves inadequate during any fiscal year for whatever reason, including non-payment of Owner's Assessments, the Association may either borrow funds and/or levy additional Assessments in accordance with the procedure set forth in Section 9.05, except that the vote therein specified shall not be necessary. If the association elects to levy such an additional assessment, then no such assessment or Assessments levied in any fiscal year may, in the aggregate, exceed five percent (5%) of the Common Expense Fund for that fiscal year without the vote or written consent of a majority of voters;

ARTICLE IX Assessments, Section 9.04 subsection (e), p. 18 wording is amended from:

(e) Increases in Regular Assessments. The amount of Regular Assessment shall not exceed twenty percent (20%) of the Regular Assessment amount for the immediately-preceding fiscal year unless a majority of Owners other than Declarant shall consent to a greater increase by vote or written consent pursuant to the procedures set forth in Section 7.06(b).

to:

(e) Increases in Regular Assessments. The amount of Regular Assessment shall not exceed twenty percent (20%) of the Regular Assessment amount for the immediately-preceding fiscal year unless a majority of Owners shall consent to a greater increase by vote or written consent pursuant to the procedures set forth in Section 7.06(b).

Amendment to ARTICLE IX, Section 9.05

ARTICLE IX Assessments, Section 9.05, p. 18-19 wording is amended from:

9.05 Special Assessments. Subject to Section 7.06 (b), in addition to the Regular Assessments authorized by this Article, the Association may levy, at any time and from time to time, upon the affirmative vote of at least fifty-one percent (51%) of the total votes of the Association, other than Declarant, Special Assessments, payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part . . .

to:

9.05 Special Assessments. Subject to Section 7.06 (b), in addition to the Regular Assessments authorized by this Article, the Association may levy, at any time and from time to time, upon the affirmative vote of at least fifty-one percent (51%) of the total votes of the Association, Special Assessments, payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part . . .

Amendment to ARTICLE X, Section 10.01

ARTICLE X Enforcement of Restrictions, Section 10.01, p. 20 wording is amended from:

. . . In the event of any action by the Association to recover Assessments or other amounts due hereunder, or to enforce the provisions hereof, the Association shall be entitled to recover from the offending Owner all costs and expenses incurred by the Association in connection with such action, including court costs and reasonable attorney's fees. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration, as the same may be lawfully amended or supplemented, with respect to the Association and/or the Lots within the Project, shall be enforceable by the Declarant, by the Association, or by an Owner through a proceeding for prohibitive or mandatory injunction. . . .

to:

. . . In the event of any action by the Association to recover Assessments or other amounts due hereunder, or to enforce the provisions hereof, the Association shall be entitled to recover from the offending Owner all costs and expenses incurred by the Association in connection with such action,

including court costs and reasonable attorney's fees. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration, as the same may be lawfully amended or supplemented, with respect to the Association and/or the Lots within the Project, shall be enforceable by the Association, or by an Owner through a proceeding for prohibitive or mandatory injunction. . . .

Amendment to ARTICLE X, Section 10.03

Article X Enforcement of Restrictions, Section 10.03, p. 20-21 wording is amended to add the following two subsections:

(c) Future Lease Payments. If the Owner of a Lot who is leasing the Lot fails to pay an Assessment for more than 60 days after the Assessment is due, the Board of Directors, upon compliance with Utah Code Title 57 Chapter 08a Section 205 Unpaid assessment – Future lease payments, may demand that the Tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid. If a Tenant makes payments in compliance with this section of code, the Owner may not initiate an action against the Tenant. Within five business days after payment in full of the Assessment, including any interest or late fees, the Manager or Board of Directors shall notify the Tenant in writing that future lease payments are no longer due to the Association.

(d) Utility Services. If the Owner of a Lot fails or refuses to pay an assessment when due, the Board of Directors, upon compliance with Utah Code Title 57 Chapter 08a Section 204 Unpaid Assessment – Utility Service – Right of access and use, may, after giving written notice to the Owner in the manner provided in the CC&R's, Bylaws or Rules, terminate an Owner's right to receive utility services paid as a common expense. An Owner who is given written notice may request an informal hearing to dispute the Assessment by submitting a written request to the Board of Directors within fourteen (14) days after the date on which the Owner receives the notice. If a hearing is requested, utility services may not be terminated until after the hearing has been conducted and a final decision has been entered. Upon payment of the Assessment due, including any interest or late payment fees, the Manager or Board of Directors shall immediately take action to reinstate the terminated utility services.

Amendment to ARTICLE XII, Section 12.02

ARTICLE XII Insurance, Section 12.02, subsection (b), p. 25 wording is amended from:

(b) Directors and Officers Insurance. Directors and Officers insurance shall protect the Association and its Officers and Directors against liability for acts or omissions of the Association in connection with the ownership, operation, maintenance, or other use of the Project or any part thereof. Each such policy shall provide that it cannot be cancelled by the insurance company until after ten (10) days' prior written notice to the Association, its Officers and Directors, to the Declarant, and to each Mortgagee who has requested such notice in writing;

to:

(b) Directors and Officers Insurance. Directors and Officers insurance shall protect the Association and its Officers and Directors against liability for acts or omissions of the Association in connection with the ownership, operation, maintenance, or other use of the Project or any part thereof. Each such policy shall provide that it cannot be cancelled by the insurance company until after ten (10) days' prior written notice to the Association, its Officers and Directors, and to each Mortgagee who has requested such notice in writing;

Amendment to ARTICLE XVII, Section 17.04

ARTICLE XVII General Provisions, Section 17.04, p. 31 wording is amended from:

17.04 *Audit*. Any Owner may, at any reasonable time, upon appointment and at his or her own expense, cause an audit or inspection to be made of the books and records maintained by the Association.

to:

17.04 *Audit*. Any Owner may, at any reasonable time, upon appointment and at his or her own expense, cause an audit or inspection (as provided in the Utah Revised Nonprofit Corporation Act) to be made of the books and records maintained by the Association.

Amendment to ARTICLE XVII, Section 17.05

ARTICLE XVII General Provisions, Section 17.05, p. 31 wording is amended from:

17.05 *Amendment*. Except as otherwise provided herein, this Declaration may be amended if Owners holding at least seventy-five percent (75%) of the total votes of the Association consent and agree to such amendment by instruments duly recorded in the office of the County Recorder for Davis County, State of Utah.

to:

17.05 *Amendment*. Except as otherwise provided herein, this Declaration may be amended if Owners holding at least sixty-seven percent (67%) of the total votes of the Association consent and agree to such amendment by instruments duly recorded in the office of the County Recorder for Davis County, State of Utah.

Amendment to ARTICLE XVII, Section 17.06

ARTICLE XVII General Provisions, Section 17.06, p. 31 wording is amended from:

17.06 *Owner's Obligations*. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that said Owner may be leasing, rent, or selling his or her Lot. The Owner of a Lot within the Project shall have no obligation for expenses or other obligations (except interest on prior obligations) accruing after the conveyance of such Lot to a subsequent Owner.

to:

17.06 *Owner's Obligations*. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that said Owner may be leasing, rent, or selling his or her Lot.

**FIRST AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
EVANS COVE AT ANTELOPE VILLAGE
A PLANNED RESIDENTIAL UNIT DEVELOPMENT**

Amendment RECITALS, Third Paragraph

Amendment RECITALS, third paragraph wording is amended from:

WHEREAS, the Declaration is amended by the affirmation vote of a majority of the Members of the Association at the annual meeting of the Association held on November 19, 2008 at 7:00 p.m., at the Courtyard Marriott, Layton, Utah.

to:

WHEREAS, the Declaration is amended by the affirmation vote of seventy-five percent (75%) of the Members of the Association at the annual meeting of the Association held on November 19, 2008 at 7:00 p.m., at the Courtyard Marriott, Layton, Utah.

Amendment to ARTICLE IX, Paragraph 9.04

ARTICLE, IX, Assessments, paragraph 9.04 (c) (ii), p. 18 wording is amended from:

the Regular Assessment shall be paid in monthly installments due on the first day of each month commencing January 1, and shall be subject to a late charge of Twenty-five Dollars (\$25) for payments received after the tenth (10th) day of each month. After the tenth (10th) day of each month, all unpaid portions of any Regular Assessments then shall bare interest at the rate of eighteen percent (18%) per annum until paid;

to:

the Regular Assessment shall be paid in monthly installments due on the first day of each month commencing January 1. Payments received after the tenth (10th) day of each month are subject to a late fee penalty as determined from time to time by the Board of Directors. After the tenth (10th) day of each month, all unpaid portions of any Regular Assessments then shall bear interest at the rate of eighteen percent (18%) per annum until paid;

Amendment to ARTICLE XI, Paragraph 7

Amendment to ARTICLE XI, Paragraph 7 title reference is amended from:

Amendment to Article XI, Paragraph 7

ARTICLE XI, Roadways, Paragraph 7, p. 23 wording be amended from:

to:

Amendment to Article XI, Paragraph 11.07

ARTICLE XI, Roadways, Paragraph 11.07, p. 23 wording be amended from:

**BYLAWS OF EVANS COVE AT ANTELOPE VILLAGE
HOMEOWNERS ASSOCIATION, INC.:**

Amendment to ARTICLE I, Paragraph 2

ARTICLE I, Name and. Principal Office, Paragraph 2, p. 1 wording is amended from:

The principal office of the Association shall be at 5617 South 1475 East, Ogden, Utah 84401.

to:

The principal office of the Association shall be at Kier Property Management, 3710 Quincy Ave, Ogden UT 84403. The Board of Directors may amend the principal office as deemed necessary without vote of the membership.

Amendment to ARTICLE IV, Paragraph 2

ARTICLE IV, Board of Directors, paragraph 2, p. 4. last sentence wording is amended from:

. . . Directors, except those appointed by Declarant, must be Members of the Association.

to:

. . . Directors must be Members of the Association.

Amendment to ARTICLE IV, Paragraph 8

ARTICLE IV, Board of Directors, paragraph 8, p. 5 wording is amended from:

If vacancies shall occur in the Board of Directors by reason of the death, resignation, or disqualification of a Director (other than a Director appointed by 'Declarant'), or if the authorized number of Directors shall be increased, the Directors then in office, shall continue to act, and such vacancies or newly-created Directorships shall be filled by a vote of the Directors then in office, though less than a quorum, in any way approved by such Directors as the meeting. Any vacancies in the Board of Directors by reason of death or resignation of a Director appointed- by 'Declarant shall be filled by an appointment to be made by Declarant, Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his/her predecessor or for the term of the newly-created Directorship, as the case may be.

to:

If vacancies shall occur in the Board of Directors by reason of the death, resignation, or disqualification of a Director or if the authorized number of Directors shall be increased, the Directors then in office, shall continue to act, and such vacancies or newly-created Directorships shall be filled by a vote of the Directors then in office, though less than a quorum, in any way approved by such Directors at the meeting. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his/her predecessor or for the term of the newly-created Directorship, as the case may be.

IN WITNESS WHEREOF, the undersigned, on behalf of the Association, do hereby acknowledge and certify that this Amendment has been approved by the affirmation vote of the Association at a meeting of the Association duly called for that purpose, and the undersigned to hereby execute this Amendment the date and year first written above.

EVANS COVE AT ANTELOPE VILLAGE

By: *Lydia D'Ann Karford* 12/21/09
Lydia D'Ann Karford, President

By: *Richard Keller* 12/21/09
Richard Keller, Secretary/Treasurer

State of UTAH)
County of Davis)

The foregoing instrument was duly acknowledged before me this 21 day of December, 2009 by Lydia D'Ann Karford and Richard Keller, The President and Secretary/Treasurer of Evans Cove at Antelope Village A Planned Residential Unit Development.

Katy Russell
Notary Public



"EXHIBIT A"

Declarant is the record Owner of certain real property in the County of Davis, State of Utah which is more particularly described as follows:

Beginning at a point on the north line of Antelope Drive (2000 North) said point being located South 89°52'30" West 79.84 feet along the section line and North 00°08'40" East 42.00 feet from the Southwest Corner of Section 9, Township 4 North, Range 1 West, Salt Lake Base and Meridian and running: thence North 00°08'40" East 731.79 feet to the Southwest corner of Lot 112, Quail crest subdivision Phase 1 said point also being on the north line of the Davis and Weber Counties Canal; thence South 81°56'45" East 30.25 feet along the south line of Lot 112, Quail crest Subdivision Phase 1 said point also being along the north line of the Davis and Weber Counties Canal; thence 00°08'40" West 50.48 feet to the south line of the Davis and Weber Counties Canal; thence South 81.56'45" East 171.60 feet along the south line of the Davis and Weber Counties Canal; thence Southeasterly 176.39 feet along the arc of a 486.08 foot radius curve to the right (center bears South 08°03'16") West, chord bears South 71°33'00" East 175.42 feet through a central angle of 20°47'29") along the south line of the Davis and Weber Counties Canal; thence South 61°09'16" East 33.13 feet along the south line of the Davis and Weber Counties Canal to the Northwest corner of Lot 106 Quail Crest Subdivision Phase 1; thence South 00°08'40" West 585.20 feet along the west line of Quail Crest Subdivision Phase 1 to the north line of Antelope Drive (2000 North); thence North 89°18'00" West 315.81 feet along the north line of Antelope Drive (2000 north) to a point of intersection of the property line and the quarter section line; thence South 89°52'30" West 79.78 feet along the north line of Antelope Drive (2000 north) from the intersection of the property line and the quarter section line and the point of beginning.

Contains: 5.915 Acres