

11-644 Lots 0001 → 0006 / 0022-0036 / 0046 → 0048 / Common Area
11-639 Lots 0007 → 0021 / 0037 → 0045 / 0046 Common Area

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/08/2011 09:36 AM
FEE \$67.00 Pgs: 6
DEF RT REC'D FOR ASHWOOD ESTATES H
0A

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF ASHWOOD ESTATES CLUSTER SUBDIVISION, PHASE 1
AMENDED AND PHASE 2**

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Ashwood Estates Cluster Subdivision, Phase 1 amended, filed as Entry No. 2153651 in Book 3995 at page 787 in the offices of the Davis County Recorder of Davis County, Utah, covers land in the City of Kaysville, County of Davis, State of Utah, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, and also covers land in the City of Kaysville, County of Davis, State of Utah, known as Phase 2 of Ashwood Estates Cluster Subdivision, a Planned Residential Unit Development, which is more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.

Pursuant to ARTICLE XII, Paragraph 12.2 of the Declaration of Covenants, Conditions, and Restrictions of Ashwood Estates Cluster Subdivision, the individuals named below cause this Amendment to be filed in the office of the County Recorder of Davis County, Utah, and state as follows:

1. The name of the corporation is **Ashwood Estates Homeowners Association, Inc.**
2. Paragraph 1.1 of ARTICLE I - DEFINITIONS shall be amended to read as follows:

"1.1 Association shall mean the Ashwood Estates Homeowners Association, a Utah Nonprofit Corporation."

3. Paragraph 3.4 entitled Record of Ownership of ARTICLE III – MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION shall be deleted in its entirety.
4. Section 9.5 entitled Owners Insurance of ARTICLE IX – INSURANCE shall be amended to read as follows:

"9.5 Owners Insurance. Each Owner of a Lot, except the Declarant, shall be required at his own cost and expense to obtain and at all times maintain in full force and effect a policy or policies of fire and casualty insurance, with extended coverage endorsement, insuring the Living Unit and garage located on such Owner's Lot in an amount equal to its full insurable replacement value. Such policy or policies shall waive the insurance company's right of subrogation against the Association, the Owners, the Manager, if any, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of subrogation rights. Such policy may include a standard, non-contributory mortgagee clause or endorsement in favor of any Mortgagee who holds a Mortgage covering all or any part of the Lot. Except as otherwise required

by an applicable Mortgage, the proceeds of any such insurance shall be applied to the extent necessary to repair or replace any damage or destruction by fire or other casualty. In the event that any Owner fails to obtain and maintain the insurance required by this Section, or to provide the Association with suitable evidence of such insurance, the Association shall have the right, but without any obligation, to obtain such insurance on behalf of such Owner, and the Owner shall be obligated to immediately reimburse the Association for the costs thereof. The Owner's obligation to reimburse the Association for the cost of any such insurance shall be secured by a lien upon the Owner's Lot as provided in this Declaration with respect to Monthly and Special Assessments."

5. An Article XIII shall be added entitled "Renting and Leasing of Units" as follows:

ARTICLE-XIII – RENTING AND LEASING OF UNITS

13.1 Purpose: The purpose of this Article is to forestall the decline in property value and maintain financial viability of the homes by keeping well-maintained properties.

13.2 Definition of Home/Property:

- (a) A unit that is occupied by someone while no owner occupies the unit as the owner's primary residence.
- (b) A unit owned by an entity or trust, regardless of who owns the unit.

13.3 Number: The number of rentals allowed, to be limited to two (2) units only.

13.4 Exemptions:

- (a) An owner in active military deployment for the period of the deployment.
- (b) A unit that is occupied by the owner's parent, child, grandchild or sibling.
- (c) An owner whose employer or ecclesiastical leader has relocated the owner for no less than eighteen (18) months.

13.5 Procedures:

- (a) Owners must apply for authorization to rent their unit and have written approval from the Board of Directors of the Ashwood Estates Homeowners Association before doing so. Failure to do so will result in a monthly fee of \$250.00, with applicable late fees and interest per annum.

(b) Owners must fill out a unit-occupancy form annually or whenever the unit is rented to new renters and retained in the files of the Association. An emergency contact form must be filled out for the renters and submitted to the Board of Directors and retained in their files.

(c) A copy of the Lease/Rental Agreement must be submitted to the Board of Directors and retained in their files.

(d) The Lease/Rental Agreement must include a stipulation that

1) The renter understands the provisions of all governing documents.

2) That the Lease/Rental Agreement may be terminated by the owner or the Association if those provisions are violated. This is to include the By-Laws, CC&Rs, House Rules and Pet Regulations, etc.

3) The Association reserves the right to evict any tenant not in compliance, even if the Owner refuses to do so.

(e) The Owner retains the ultimate responsibility to ensure that his or her tenant complies with the Association's governing documents, and will be liable for any fines imposed. The owner also retains full responsibility for paying any and all assessments.

(f) Once the two-unit (2) limit is reached, the Board must maintain a waiting list of owners desiring to rent their units.

(g) At the Board's discretion, owners may apply to rent their units on a "hardship" basis, even though the limit has been reached. This would include, but is not limited to, military deployment, temporary employment out of the area, and similar situations. In this event, applications would be put on hold until the rentals were once again at the cap level (a total of two units).

(h) "Renters" are to include anyone occupying a unit with the consent of the owner but without the owner being in residence. This is deemed true whether or not there is an exchange of rental funds. This does not include parents, siblings, children, or grandchildren of the owner.

(i) All owners who are renting their properties as of January 1, 2011, will be "Grandfathered" to be rental units, but must register their renters and abide with all stipulations.

6. These Amendments were adopted by the members and the number of votes cast for each Amendment by those members entitled to vote on the amendment was sufficient for approval by that voting group.

Under penalties of perjury, we declare that this Amendment to the Declaration of Covenants, Conditions and Restrictions has been examined by us and is, to the best of our knowledge and belief, true, correct and complete.

Dated this 4th day of ~~March~~ ^{April}, 2011.

ASHWOOD ESTATES HOMEOWNERS
ASSOCIATION, INC., a Utah Nonprofit
Corporation

By *R. Bruce Gorham*
R. Bruce Gorham, President

By *Shirley J. Lloyd*
Shirley J. Lloyd, Secretary

STATE OF UTAH)
 ss.
COUNTY OF DAVIS)

On this 4th day of ~~March~~ ^{April}, 2011, personally appeared before me R. BRUCE GORHAM and SHIRLEY J. LLOYD, whose identities are personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn, did say that he, R. BRUCE GORHAM, is the President, and she, SHIRLEY J. LLOYD, is the Secretary, of ASHWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., and said R. BRUCE GORHAM and SHIRLEY J. LLOYD acknowledged to me that said corporation executed the same.

Jaymie Spiegel
Notary Public

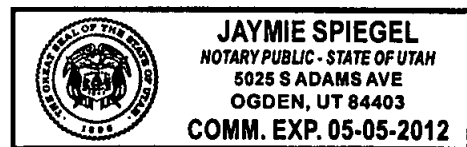
My commission expires:

05-05-2012

APPROVAL:

KAYSVILLE CITY

By *[Signature]*



~~BK 3995 PG 824~~

EXHIBIT "A"

PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN DAVIS COUNTY, STATE OF UTAH,
TO WIT:

PART OF THE SOUTHWEST QUARTER OF SECTION 32 AND THE SOUTHEAST
QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN, U. S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE PROPOSED NORTHEASTERLY RIGHT OF WAY LINE
SCHICK LANE, SAID POINT BEING NORTH 00°05'30" EAST ALONG THE SECTION LINE
1721.85 FEET AND SOUTH 89°54'30" EAST 478.30 FEET FROM THE SOUTHWEST
CORNER OF SAID SECTION 32; THENCE NORTH 39°33'15" WEST 384.04 FEET; THENCE
NORTH 50°26'45" EAST 105.50 FEET; NORTH 78°12'16" EAST 42.94 FEET; THENCE
NORTH 50°26'45" EAST 211.00 FEET; NORTH 08°36'40" EAST 51.00 FEET; THENCE
NORTH 50°26'32" EAST 107.55 FEET TO AN EXISTING FENCE; THENCE ALONG SAID
EXISTING FENCE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 39°29'22" EAST 27.91
FEET AND (2) SOUTH 39°45'47" EAST 370.12 FEET TO SAID NORTHEASTERLY RIGHT
OF WAY LINE; THENCE SOUTH 50°26'32" WEST ALONG SAID NORTHEASTERLY LINE
501.36 FEET TO THE POINT OF BEGINNING.

ALSO TO BE KNOWN AS, TO-WIT:

ALL OF LOTS ____ THROUGH ____, ASHWOOD ESTATES CLUSTER SUBDIVISION
PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK ____, PAGE
____, OF THE OFFICIAL RECORDS OF DAVIS COUNTY, WHICH LOT IS CONTAINED
WITHIN ASHWOOD ESTATES CLUSTER SUBDIVISION PHASE I, IDENTIFIED IN THE
"DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF ASHWOOD
ESTATES CLUSTER SUBDIVISION PHASE I" RECORDED IN BOOK ____ AT PAGE
____. SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS PROVIDED FOR IN SAID DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS.

~~BK 4333 PG 1633~~

EXHIBIT "B"

PHASE 2 BOUNDARY DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 32 AND THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF ASHWOOD ESTATES CLUSTER SUBDIVISION PHASE 1, SAID POINT BEING NORTH 00°05'30" EAST ALONG THE SECTION LINE 2017.61 FEET AND SOUTH 89°54'30" EAST 233.27 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 39°33'15" WEST 391.86 FEET; THENCE NORTH 50°39'27" EAST 500.47 FEET TO AN EXISTING FENCE; THENCE ALONG SAID FENCE SOUTH 39°29'22" EAST 375.99 FEET TO THE NORTHEAST CORNER OF SAID PHASE 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PHASE 1 THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 50°26'32" WEST 107.54 FEET, (2) SOUTH 08°36'40" WEST 51.00 FEET, (3) SOUTH 50°26'45" WEST 211.00 FEET, (4) SOUTH 78°12'16" WEST 42.94 FEET; (5) SOUTH 50°26'45" WEST 105.50 FEET TO THE POINT OF BEGINNING

ALSO, ONCE THE PLAT IS RECORDED, TO BE KNOWN AS:

LOT NOS. 7-21, INCLUSIVE, AND LOTS 37-45, INCLUSIVE, OF ASHWOOD ESTATES, A PLANNED RESIDENTIAL UNIT DEVELOPMENT, PHASE 2, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK _____, PAGE _____, OF THE OFFICIAL RECORDS OF DAVIS COUNTY, WHICH LOT IS CONTAINED WITHIN ASHWOOD ESTATES, A PLANNED RESIDENTIAL UNIT DEVELOPMENT, PHASE 2, IDENTIFIED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ASHWOOD ESTATES, A PLANNED RESIDENTIAL UNIT DEVELOPMENT, RECORDED IN BOOK _____, AT PAGE _____. SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS PROVIDED FOR IN SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.