

11-644-0046 thru 0048
11-644-0001 thru 0006, 0022 thru 0036, 0046, 0047, 0057
11-639-0007 thru 0021, 0037 thru 0046
11-639-0001 thru 0006, 0022 thru 0036, 0046, 0047, 0057

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

**RETURNED
JAN 30 2012**

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. An ARTICLE XIII shall be added entitled "ENFORCEMENT AND REMEDIES" as follows:

ARTICLE XII – ENFORCEMENT AND REMEDIES

13.1 Enforcement.

(a) Each provision of this Declaration with respect to the Association or the Common Areas shall be enforceable by the Association or any Owner by a proceeding for injunctive relief.

(b) Each provision of this Declaration with respect to an Owner or a Unit shall be enforceable by the Association by (i) a proceeding for injunctive relief; (ii) a suit or action to recover damages; and/or (iii) in the discretion of the Association, for so long as any Owner fails to comply with any such provisions, exclusion of such Owner and such Owner's family members, tenants and guests from the use of any Common Areas and from the participation in any Association affairs. In addition, if an Owner fails to perform or observe any covenant or condition on such Owner's part to be performed or observed under this Declaration or any other Association Document, the Association shall have the following rights and remedies:

- (i) The Association may, but is not obligated to, cure such failure to comply at the Owner's sole cost and expense. If the Association cures any such failure to comply, the Owner shall pay to the Association the amount of all costs incurred by the Association in connection therewith within thirty (30) days after the Owner receives a written invoice therefore from the Association.
- (ii) The Association may impose the following fines in connection therewith, provided that in no event shall amounts of such fines exceed the amounts allowable under U.C.A. Section 57-8-37, or any other applicable law, and further provided that all Owners shall have all appeal and other rights set forth thereunder:

Original Violation	\$25.00
First Recurrence of same violation	\$50.00
Second Recurrence of same violation	\$100.00
Subsequent Recurrence of same violation	\$250.00

- (iii) The foregoing amounts may be adjusted by the Association for inflation. The failure to cure a violation within (10) days or such shorter or longer period as the Board of Directors shall grant in its sole discretion) after receipt of notice of the imposition of a fine related thereof shall constitute a recurrence of such violation. Any fine which is not paid within thirty (30) days after notice thereof is issued shall bear interest from such date at the rate of eighteen percent (18%) per annum, and there shall be added thereto reasonable attorney's fees (whether or not legal action is commenced) and, if legal action is commenced, the costs of such action. All fines and charges (collectively, "Charges") related to a Unit, the occupants thereof or a particular Owner shall be the personal obligation of such Owner, shall constitute Assessments, and shall be secured by lien as described herein in regard to Assessments. The Association shall have all other rights and remedies available to it under this Declaration, at law or in equity.

- (c) All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

13.02 Attorney's Fees. In the event of any dispute under or with respect to this Declaration or any other Association Document, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses in

connection therewith, including, but not limited to, reasonable attorney's fees and disbursements.

13.03 Interest. If an Owner fails to pay to the Association any assessment or other amount due to the Association as and when the same becomes due, the Owner shall pay to the Association interest in such unpaid amount at the rate of eighteen percent (18%) per annum from the due date of such unpaid amount until the date paid.

3. This Amendment was adopted by the Members and the number of votes cast for the 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 26 day of January, 2012.

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)

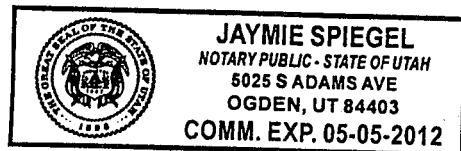
On this 26 day of January, 2012, personally appeared before me R. BRUCE GORHAM and SHIRLEY J. LLOYD, whose identities are personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn, did say that he, R. BRUCE GORHAM, is the President, and she, SHIRLEY J. LLOYD, is 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 J. C. C.

LOTS 1A THRU 6A & 22A THRU 36A
LOTS 46A & 47A & common area
ASHWOOD ESTATES, PHASE I AMENDED
CLUSTER SUBDIVISION

LOTS 7 THRU 21 & 37 THRU 45 & common AREA
ASHWOOD ESTATES CLUSTER SUBDIVISION PHASE II