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When Recorded Return To:
Oakwood Homes of Utah, LLC
206 E. Winchester Street
Murray, Utah 84107

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/20/2015 04:19 PM
FEE \$70.00 Pgs: 4
DEP RTT REC'D FOR OAKWOOD HOMES OF
UTAH LLC

08-072 - 0026

08-545 - 0101 thru 0155

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR AVENUES AT THE STATION

This *First Amendment to Declaration of Covenants, Conditions, and Restrictions for Avenues at the Station* (“**Amendment**”) is made this 17 day of April, 2015, by Oakwood Homes of Utah, LLC, a Delaware limited liability company (“**Declarant**”).

RECITALS

A. Avenues at the Station (“**Property**” or “**Project**”) is a planned unit development located in Farmington City, Davis County, Utah, more particularly described in Exhibit A attached hereto.

B. The Declarant has previously executed and caused to be recorded a *Declaration of Covenants, Conditions, and Restrictions for Avenues at the Station* (“**Declaration**”). The Declaration was recorded in the real property records of Davis County, Utah, on December 31, 2014, as Entry No. 2841670.

C. The Declaration subjects the Property to the covenants, conditions, restrictions, easements, and limitations (“**Covenants**”) identified therein.

D. Section 12.1.1 of the Declaration provides that during the period of Declarant’s control, Declarant shall have the right to amend the Declaration without the consent of any Owner.

E. The period of Declarant’s control has not expired and Declarant now wishes to amend the Declaration and the Covenants in certain respects, as more particularly set forth below.

NOW THEREFORE, Declarant does hereby amend the Declaration as follows, with the changes identified in this Amendment to be effective and binding against the Property and to run with the land as of the date this Amendment is recorded in the real property records of Davis County, Utah:

1. Section 1.12 of the Declaration is amended to include the following language at the end of the existing definition of "Living Unit":

A Living Unit may include detached dwellings, such as single family homes, and may also include attached dwellings, such as townhomes, apartments and other structures containing a party wall, as identified in Section 5.3 of this declaration.

2. Section 5.1 of the Declaration is deleted in its entirety and is replaced with the following language:

Association Responsibility. The Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace and maintain the Common Areas. The Association shall also maintain the exterior of all attached dwellings within the Project.

3. Section 5.2 of the Declaration is deleted in its entirety and is replaced with the following language:

Owner Responsibility. Except for the exteriors of attached dwellings, which shall be maintained by the Association, all maintenance of the Lots, Living Units, and associated improvements shall be the sole responsibility of the Owner thereof, and such Owners shall maintain such Lot and Living Unit in good repair and in accordance with the Governing Documents of the Association. The Board, after fifteen (15) days advance notice to the Owner and after providing the opportunity for a hearing before the Board, or after reasonable notice in the case of an emergency, may assume the maintenance for a Lot or Living Unit if, in the Board's reasonable judgment, the Owner is unwilling or unable to adequately provide the maintenance required by this Section. Should the Board exercise the right to assume maintenance under this Section, the Board, or the Board's agents, shall not be liable for trespass or nuisance and the Board shall have the right to levy an Individual Assessment against the Owner whose Lot or Living Unit is maintained and such Individual Assessment shall include all costs associated with such maintenance.

4. Section 6.9 of the Declaration is deleted in its entirety and is replaced with the following language:

Apportionment of Assessments. Notwithstanding any other provision of this Declaration, the Board will apportion regular, special, and supplemental assessments among the Lots based on the various types of Living Units located on such Lots. Such apportionment shall be made according to the proportion of the Association's resources devoted to the various types of Living Units. Because the Association maintains the exterior of, and provides property insurance for, the

exterior portions of attached dwellings, the assessments apportioned to Lots with attached dwellings may be higher than the amount of the assessments apportioned Lots with detached dwellings. Individual assessments shall be apportioned exclusively to the Lot or Lots benefited or affected.

5. Section 11.1.1 of the Declaration is deleted in its entirety and is replaced with the following language:

As required by Part 4 of the Community Association Act, Utah Code Ann. § 57-8a-401 *et seq.*, the Association shall maintain property insurance for all attached dwellings within Project shall maintain property and liability insurance for the Common Areas. The Association shall not maintain property or liability insurance for detached dwellings. Owners of Lots and Residents of Living Units shall maintain insurance covering personal property.

6. Except as modified by this Amendment, all provisions of the Declaration shall remain in full force and effect and the Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first set forth above.

DECLARANT
Oakwood Homes of Utah, LLC

By: _____

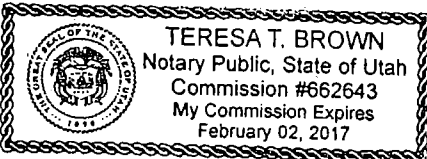
Printed Name: JAMES DOOLIN

Title: VPLAND

STATE OF UTAH)
SS.

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 17 day of April, 2015 by James Doolin as the V P of land of Utah of Oakwood Homes of Utah, LLC. Doolin



Teresa T. Brown

NOTARY PUBLIC

EXHIBIT A

Property Description

**EXHIBIT "A"
LEGAL DESCRIPTION**

The land referred to herein is situated in the County of Davis, State of Utah, and is described as follows:

Proposed Avenues at the Station, more particularly described as:

Beginning at a point on the Westerly Right of Way line of 1100 West Street, said point being also South 00°07'49" East, along the Section line 304.93 feet and West 66.00 feet from the East Quarter Corner of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence West 188.65 feet to the Easterly Right-of-Way Line of the old Denver and Rio Grande Western Railroad; thence, along said Easterly Right-of-Way Line, north 34°42'21" West 1210.88 feet to the Southerly Right-of-Way Line of Clark Lane; thence along said Southerly Right-of-Way Line, the following four (4) courses: (1) South 89°47'40" East 506.35 feet, (2) South 88°37'51" East 89.23 feet, (3) Easterly 116.98 feet along the arc of a 5760.06 foot radius curve to the left, chord bears South 89°12'45" East 116.98 feet, (4) South 89°47'40" East 54.57 feet, thence South 00°12'20" West 7.11 feet; thence South 89°46'41" East 11.14 feet; thence Southeasterly 55.67 feet along the arc of a 59.50 foot radius curve to the right, chord bears South 63°00'48" East 53.66 feet; thence Southeasterly 31.31 feet along the arc of a 110.50 foot curve to the left, chord bears South 44°19'43" East 31.21 feet; thence Southeasterly 49.55 feet along the arc of a 79.50 foot radius curve to the right, chord bears South 34°35'27" East 48.75 feet to said Westerly Right-of-Way Line of 1100 West Street; thence, along said Westerly Right-of-Way Line, the following two (2): (1) South 00°11'00" East 591.01 feet, (2) South 00°07'49" East 304.72 feet to the point of beginning.