

RETURNED

JUN 24 2021

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RICHARD T. NAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
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DEP RTT REC'D FOR BOUNTIFUL TOWNHO  
USE PUD

**AMENDMENT TO THE DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE  
BOUNTIFUL TOWNHOUSE PLANNED UNIT DEVELOPMENT**

05-097-0001, 05-097-0002, 05-097-0003, 05-097-0004, 05-097-0005, 05-097-0006, 05-097-0007, 05-097-0008, 05-097-0009, 05-097-0010, 05-097-0011, 05-097-0012, 05-097-0013, 05-097-0014, 05-097-0015, 05-097-0016, 05-097-0017

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**AMENDMENT TO THE DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE  
BOUNTIFUL TOWNHOUSE PLANNED UNIT DEVELOPMENT**

On February 25, 1994, the Association recorded an Addendum to the Declaration of Covenants, Conditions and Restrictions of the Bountiful Townhouse Planned Unit Development (the "Addendum"). The Addendum referenced Article II, Sections 14(D) & (E) of the Declaration, and purported to expand the scope of these provisions. It is proposed that Article II, Sections 14(D) & (E) remain intact, but that the expanding language in the Addendum regarding pets be deleted in its entirety. It is further proposed that Article II of the Declaration be supplemented with the addition of the following Section 19:

**Section 19 – Pets.** Notwithstanding anything to the contrary in the Declaration or other governing documents, the keeping of Pets shall be governed by this Section and any rules and procedures adopted as allowed in this Section.

**A. Definitions.** For the purposes of this Section:

- 1) "Pet" means: A domesticated, tamed animal, such as a dog, cat, bird, rodent (including a rabbit), fish or turtle, that is traditionally kept in the home for pleasure or companionship rather than for commercial purposes. This shall not include reptiles (except turtles), chickens, cows, horses, sheep, goats, or other such animals commonly considered as dangerous, livestock, working, or non-domesticated animals.

**B.** Lot/Unit owners may keep domestic pets in conformance with local government requirements, including but not limited to the providing of adequate food, water, shelter and care. The Association may enforce violations of such ordinances in the same manner as Association Rules. Nor more than two (2) domestic pets shall be permitted in any Lot/Unit. Dogs must be leashed when outside and tethering shall not be permitted at any time. All pets must have current rabies vaccinations. Pet waste must be immediately picked up and disposed of properly. The Governing Board may adopt Rules and restrictions related to pets that vary or expand upon the restrictions set forth in this Section, including but not limited to, requirements for registration, the number of pets allowed, requirements for the use of leashes, waste clean-up, and noise and barking limitations. All pets must abide by all pet Rules adopted by the Governing Board and at no time shall a pet create a nuisance as determined in the sole discretion of the Governing Board. Lot/Unit owners are fully responsible for any property damage or personal injury to others caused by their animals and shall be responsible for any property damage or personal injury to others caused by their animals and shall be responsible for the immediate clean-up and removal of their pets' waste from any other Lot/Unit and the common areas and facilities. The Governing Board shall be authorized to adopt a fine

schedule for violations of this Section, and any other Section.

IN WITNESS WHEREOF, the Bountiful Townhouse PUD Association executed this Amendment to the Declaration of Covenants, Conditions and Restrictions of the Bountiful Townhouse Planned Unit Development on behalf of the Association on the date set forth below, to be effective upon recording with the Davis County Recorder.

DATED this 9 day of JUNE, 2021.

**Bountiful Townhouse PUD Association,**  
a Utah non-profit corporation,

By: [Signature]

Name: LOGAN MEARS

Its: HOA PRESIDENT

State of UTAH )

) ss.

COUNTY OF SALT LAKE )



On the 9 day of JUNE, 2021, LOGAN MEARS personally appeared before me, who by me being duly sworn, did say that she/he is an authorized representative of Bountiful Townhouse PUD Association, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

[Signature]  
Notary Public

**EXHIBIT A**  
**Legal Description**

BEGINNING AT THE NORTH CORNER OF LOT 11, OF OAKHAVEN PARK SUBDIVISION PLAT "A", SAID LOT CORNER IS LOCATED NORTH 0°56' WEST 1333.14 FEET ALONG THE CENTERLINE OF AN EXISTING STREET (400 EAST STREET), AND WEST 1183.57 FEET FROM THE EAST 1/4 CORNER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 81.49 FEET ALONG THE WEST LINE OF SAID LOT 11, THENCE NORTH 88°42' WEST 246.65 FEET TO A POINT SOUTH 88°42' EAST 14998 FEET FROM THE EASTERLY LINE OF AN EXISTING STREET (ORCHARD DRIVE), THENCE NORTH 23°32' EAST 51.09 FEET, THENCE NORTH 57.40 FEET TO A POINT SOUTH 88°30' EAST 125.05 FEET FROM SAID EASTERLY LINE OF ORCHARD DRIVE, THENCE SOUTH 88°30' EAST 80.92 FEET, THENCE NORTH 129.82 FEET, THENCE SOUTH 88°30' EAST 145.34 FEET MORE OR LESS ALONG THE SOUTHERLY LINE OF 2050 SOUTH STREET TO THE WEST LINE OF THE PROPERTY CONVEYED BY WARRANTY DEED AND RECORDED IN BOOK 1094, PAGE 1245, THENCE SOUTH 152.24 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.  
CONTAINS 0.9857 ACRES

**Lots A1-A4, B1-B4, C1-C4, and D1-D4**  
**Parcel Nos. 05-097-0001 through 05-097-0017**