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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/1/2024 2:00 PM
FEE 190.00 Pgs: 3
DEP AAM REC'D FOR SHADY
GROVE HOA

Office of the Davis County Recorder



Davis
COUNTY

ESTABLISHED 1822

RETURNED
MAR 01 2024

Recorder
Richard T. Maughan
Chief Deputy
Laile H. Lomax

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSEMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Amendment
(Document Type)

13-269-0001 to 0031
Tax Serial Number(s)
13-270-0032 to 0060
13-271-0061 to 0085

AMENDMENT TO SHADY GROVE SUBDIVISION PHASES 1, 2 & 3

We the home owners residing in Shady Grove HOA subdivision, consisting of phases 1, 2 and 3 representing a 75% or larger vote, in accordance with Article VII section 3 have amended the following covenants, conditions and restrictions to add a TIME FRAME and a dollar amount FINE to be determined by the HOA Association board of directors of no less than \$50.00 per day until corrected and applying to the following:

Article VI section 6 No structure of a temporary character, trailer, basement, tent, shack, garage, barn, fixture or other building shall be used in connection with any lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreation vehicle, utility trailer, converted truck, bus, abandoned vehicle, boat, truck larger than ¾ ton, or similar equipment shall be permitted to remain upon any property within the project, unless placed on a designated hard surface, off street parking area which cannot be in front of the house. Abandoned vehicles are not permitted on the lot whether it is visible from public view or not. Vehicles are considered abandoned if they are dismantled or wrecked, are on Jack stands, have flat tires and/or have expired registration.

Article VI section 8 No rubbish, trash, garbage or other waste material shall be kept or permitted upon or around any lot unless concealed from view behind the fence, and no distinct odor shall be permitted to arise therefrom so as to render the project or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Garbage cans are only permitted on the far exterior side of the garage or behind a concealed area. (Not allowed to be on the porch area or yard) There shall be no exterior fires whatsoever except barbecue fires contained within receptacles thereafter and fire pits in the patios designed in such a way on any lot as to be visible to other lots, no lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be burned, buried, kept, stored, or allowed to accumulate on any portion of any lot except within an enclosed structure or appropriately screened from view.

Article VII section 5. Maintenance. Each Owner of a lot and/or home shall be charged with the responsibility of weekly maintenance and upkeep of the same. Each home and/or lot will be maintained in a manner acceptable to the Architectural Committee and the Association at the time.

Article VII section 6 Creation of Maintenance Lien. In the event that a home and/or Lot is not maintained in an acceptable manner, as determined by the Architectural Committee and/or Association, the Architectural Committee or Association shall contact the Owner stating the nature(s) of the maintenance in question and allowing a reasonable time for correction. In the event that maintenance corrections are not satisfactorily completed within the reasonable time

period allowed, the Architectural Committee or Association will levy the daily fine as determined by the HOA Board of Directors and contract for the work to be completed and pay for such work. The Architectural Committee or Association shall file a lien on said Lot and provisions of Article IV, Section 8 and 9 of this Declaration shall be amended and apply as follows:

ARTICLE IV section 8 Effect of nonpayment of assessments or fines: Remedies of the Association. Any assessments or fines not paid within 30 days after the due date set by the Association shall bear interest from such date at a rate of twelve percent (12%) per annum and turned over to a collection agency. The Association may bring an action at law against the home owner personally obligated to pay the same, or foreclose the lien against the lot. No Owner may waive or otherwise escape liability for the assessments or fines provided for herein by abandonment of his or her lot.

ARTICLE IV section 9 Subordination of the lien of Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessments and or fine lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for assessments or fines thereafter becoming due or from the lien thereof.

NATALIE CALL, PRESIDENT

Natalie Call

*all Lots in Shady Grove
Subdivision Phases 1, 2 + 3.*

GARR ROUNDY, VICE PRESIDENT

Garr Roundy

JOLINDA TAYLOR SECRETARY

Jolinda H. Taylor

On this 28 day of February, 2024, The above signed, being duly sworn officers of Shady Grove HOA phase 1, 2 and 3 have amended and recorded the forgoing in behalf of said Association by resolution of its members and its board of directors.

Shelley Cannon

28 Feb. 2024

