

When Recorded Return to:

Oakwood Homes
206 E. Winchester Street
Murray, Utah 84107

**FOURTH AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE
AVENUES AT THE STATION**

THIS FOURTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE AVENUES AT THE STATION is made and executed by Clayton Properties Group, Inc., a Tennessee corporation doing business as Oakwood Homes ("Declarant") on the date set forth below and shall be effective upon recording in the Davis County Recorder's Office.

RECITALS

A. Whereas, the original Declaration of Covenants, Conditions, and Restrictions for Avenues at the Station was recorded in the office of the County Recorder of Davis County, Utah on December 31, 2014 at Entry No. 2841670 of the Official Records (the "Original Declaration").

B. Whereas, the Original Declaration was superseded and replaced in its entirety by the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Avenues at the Station, recorded in the office of the County Recorder of Davis County, Utah on February 18, 2015 as Entry No. 2849043 of the Official Records (the "Declaration").

C. Whereas, the Declaration includes the recorded Bylaws of Avenues at the Station Homeowners Association as Exhibit C (the "Bylaws").

D. Whereas, the Declaration was amended by the First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Avenues at the Station recorded in the office of the County Recorder of Davis County, Utah on April 20, 2015 as Entry No. 2861327 of the Official Records.

E. Whereas, the Declaration was amended by the Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Avenues at the Station recorded in the office of the County Recorder of Davis County, Utah on March 21, 2018 as Entry No. 3082832 of the Official Records.

F. Whereas, the Declaration was amended by the Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Avenues at the Station recorded in the office of the County Recorder of Davis County, Utah on March 4, 2025 as Entry No. 3607831 of the Official Records.

G. Whereas, the Declarant believes it is to be in the Association's best interest to amend certain provisions of the Declaration in order to clarify certain defined terms, clarify the amendment process during the period of Declarant Control, and explain the difference in responsibilities between the Association and the Owners.

H. Whereas, at the time of this amendment, the period of Declarant control has not yet expired.

I. The Declaration at Article 12, Section 12.1 provides that, during the period of Declarant control, the Declaration may be amended by the Declarant without the consent of any Owner, unless consent is otherwise required by the City or under applicable law.

J. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

K. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

NOW THEREFORE, Declarant does hereby amend the Declaration and Bylaws 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:

AMENDMENTS

Amendment One

Section 5.1 of the Declaration entitled "Association Responsibility" is amended and restated in its entirety to read as follows:

5.1 Association Responsibility. The Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, and maintain the Common Areas. Further, on and after May 1, 2025, the Association shall: (a) maintain the exterior of all attached dwellings within the Project; and (b) be

responsible for landscaping and the surrounding irrigation systems of all attached and detached dwellings.

Amendment Two

Section 5.2 of the Declaration entitled "Owner Responsibility" is amended and restated in its entirety to read as follows:

5.2 **Owner Responsibility.** Except for responsibilities of the Association as stated above in Section 5.1, all maintenance of 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, it 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.

Amendment Three

Section 12.1.1 of the Declaration entitled "Approval Required" is amended and restated in its entirety to read as follows:

12.1.1 **Approval Required.** During the period of Declarant's control, Declarant shall have the right to amend this Declaration and the Bylaws without the consent of any Owner, unless consent is otherwise required by the City or under applicable law. During the period of Declarant's control, the written consent of Declarant is required for any other amendment to this Declaration, to the Bylaws, or to the Map. After the Turnover Meeting, this Declaration may be amended by approval of Owners holding at least sixty-seven percent (67%) of the voting rights of the Association.

Amendment Four

Article III Section 6 of the Bylaws entitled "Quorum" is amended and restated in its entirety to read as follows:

Section 6. Quorum. Those Owners present in person or by proxy at an any duly called meeting that is called and held in compliance with the governing documents shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. Unless otherwise stated in the

Declaration, the Articles of Incorporation, or these Bylaws, an action supported by majority of votes cast any meeting where a quorum is present shall be the action of the Association. Notwithstanding the foregoing, and in addition to other matters for which specific voting requirements or quorum requirements are established by the Declaration of Bylaw, any amendment to the Declaration must be approved by Owners holding sixty-seven percent (67%) of the voting rights of the Association and the quorum provisions of this section shall not be used to avoid the requirement of a sixty-seven percent (67%) vote.

Amendment Five

Article VI Section 1.A of the Bylaws is amended and restated in its entirety to read as follows:

A. Adopt and publish rules and regulations governing the use of the Project, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;

Amendment Six

Article VI Section 2.H of the Bylaws is amended and restated in its entirety to read as follows:

H. Cause the Common Areas and other portions of the Project for which the Association is responsible to be properly maintained.

Amendment Seven

Article X of the Bylaws entitled "Assessments" is amended and restated in its entirety to read as follows:

As more fully set forth in the Declaration, each Owner is obligated to pay to the Association all assessments and the Owner's obligation to pay such assessments is secured by a continuing lien upon the Owner's Lot. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid on time, then the Board has the authority to establish late fees from time to time and collect the same from the delinquent Owner. The Association may bring an action at law against the Owner personally obligated to pay the assessments and late fees or foreclose the lien against the Lot in the manner provided by the Act, and the interest, cost, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments and late fees provided for herein or provided in the Declaration by nonuse of the Common Areas or abandonment of his or her Lot.

Amendment Eight

After the existing provisions of Article 9 of the Declaration, a new section containing the following language will be added:

9.4 Special Declarant Rights. Notwithstanding the occurrence of a Turnover Meeting or the expiration of the period of Declarant's control, Declarant may exercise the rights set forth in this Section with respect to the Property and the Project: (a) Declarant shall have an easement to enter on to any Lot, Common Area, or other portion of the Project for the purpose of inspecting, maintaining, repairing, reconstructing, or replacing any improvements within the Project, or any portion thereof, including any Living Unit on a Lot and any Common Area infrastructure (provided, however, that such access easement will not impose any duty on Declarant to perform any such inspection, maintenance, repairs, reconstruction, or replacement which is not required at law or under agreements binding on the Declarant); (b) Declarant shall have an easement over any Common Area within the Project to construct new improvements or infrastructure on such Common Area (provide, however, that such access easement will not impose any duty on Declarant to construct any such improvement); (c) Declarant shall have the right to grant easements to the public or to any private utility provider for purposes of making public or private utilities available or to enhance the ability of any public or private utility provider to provide utility service to the Project; and (d) Declarant shall have the right to add any real property adjacent to, or within a one-half (1/2) mile radius of, the Project to the scope of the Project and subject such property to the encumbrance of the Declaration. If, at any time, Declarant determines that any utilities serving a Common Area are metered to, in whole or in part, one or more Lots within the Project, Declarant shall have the right to request that the applicable utility company adjust or modify such meter or meters (or add additional meters) to ensure that utilities to the Common Areas are metered separately. Alternatively, Declarant shall have the right to require the charges for such utilities to be allocated to the Association and any applicable Owner in a fair and equitable manner. The rights of the Declarant set forth in this Section will be perpetual and will survive the Turnover Meeting or the expiration of the period of Declarant's control.

Amendment Nine

Section 8.4 of the Declaration entitled "Composition and Selection of Board" is amended and restated in its entirety to read as follows:

The Board shall consist of five (5) Directors.

[Signature Page Follows.]

IN WITNESS WHEREOF, AVENUES AT THE STATION, by and through the Declarant, executes this Amendment to the Declaration as of the 2 day of May, 2025, Pursuant to Article 12, Section 12.1 of the Declaration and Article XI Section 1 of the Bylaws.

Cayton Properties Group, Inc., a Tennessee corporation dba Oakwood Homes
(Declarant for Avenues at the Station)

Kyle L. Carrigan
Name: Kyle L. Carrigan, Assistant Secretary
Title:

STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 2 day of May, 2025 by Kyle L. Carrigan, Assistant Secretary.

Notary Public





EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A
PROPERTY DESCRIPTION

AVENUES AT THE STATION – PHASE 1:

Lots 101 through 155, inclusive, AVENUES AT THE STATION - PHASE 1, according to the official plat thereof as recorded in the office of the Davis County Recorder, State of Utah.

Parcel Nos. 08-545-0101 through 08-545-0155, inclusive.

AVENUES AT THE STATION – PHASE 2:

Lots 201 through 262, inclusive, AVENUES AT THE STATION - PHASE 2, according to the official plat thereof as recorded in the office of the Davis County Recorder, State of Utah.

Parcel Nos. 08-572-0201 through 08-572-0262, inclusive.

AVENUES AT THE STATION – PHASE 3:

Lots 301 through 328, inclusive, AVENUES AT THE STATION - PHASE 3, according to the official plat thereof as recorded in the office of the Davis County Recorder, State of Utah.

Parcel Nos. 08-585-0301 through 08-585-0328, inclusive.

AVENUES AT THE STATION – PHASE 4:

Lots 401 through 409, inclusive, AVENUES AT THE STATION - PHASE 4, according to the official plat thereof as recorded in the office of the Davis County Recorder, State of Utah.

Parcel Nos. 08-703-0401 through 08-703-0409, inclusive.