

Recorded at request of *Liston Dev. Corp* Fee Paid \$ *43.50*  
 Date *JAN 17 1980* at *1:10* P.M. CAROL DEAN PAGE Recorder Davis County  
 By *Shauna Martin* Deputy Book *809* Page *774*

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AMENDMENT TO  
 DECLARATION OF  
 COVENANTS, CONDITIONS AND  
 RESTRICTIONS AND RESERVATION  
 OF EASEMENTS FOR  
 TANGLEWOOD  
 A PLANNED UNIT DEVELOPMENT  
 \*\*\*\*\*

*and Tanglewood PRD  
 lots 1-35, 86-100,  
 102-106, 109-128*

This Amendment to Declaration of Covenants, Con-  
 ditions and Restrictions and Reservations of Easements for  
 Tanglewood, a Planned Unit Development is made this 16 TH  
 day of January, 1980 by Liston Development Corporation, a  
 Utah corporation, Declarant,

WITNESSETH:

WHEREAS, Declarant and its predecessors and co-  
 declarants have heretofore executed a Declaration of Covenants,  
 Conditions and Restrictions and Reservation of Easements for  
 Tanglewood, a Planned Unit Development (The Declaration) which  
 was recorded on February 9, 1979, as Instrument Number 522469,  
 in Book 752, page 559, et seq. Official Records of Davis County,  
 Utah; and

WHEREAS, the Declaration relates to the following  
 described real property situate in Davis County, State of Utah,  
 to-wit:

A(1) BEGINNING at a point on the easterly line of the  
 frontage road to Highway 89, said point being  
 South 89° 50' 45" East 326.40 feet more or less  
 along the section line and North 2° 36' 15" East  
 187.59 feet from the Southwest corner of Section  
 24, Township 4 North, Range 1 West, Salt Lake  
 Base and Meridian and running thence Northeaster-  
 ly along a 222.0 foot radius curve to the right  
 251.06 feet whose long cord bears North 57° 05'  
 21" East 237.90 feet, thence North 89° 29' 15"  
 East 177.89 feet thence Northeasterly along a  
 242.45 foot radius curve to the left 211.58 feet,  
 whose long chord bears North 64° 29' 15" East  
 204.93 feet, thence North 39° 29' 15" East 28.99  
 feet thence Southeasterly along a 285.85 foot radius  
 curve to the left 69.18 feet, whose long chord  
 bears South 63° 04' 01" East 69.01 feet, thence  
 South 70° East 44.00 feet, thence South 20° West  
 183.70 feet, thence South 35° East 26.30 feet,  
 thence South 12° 56' 48" East 32.83 feet, thence  
 South 0° 30' 45" East 150.00 feet, thence South  
 89° 50' 45" East 168.32 feet, thence North 89°  
 50' East 381.58 feet, thence South 89° 54' East  
 250.12 feet, thence North 104.16 feet, thence  
 North 60° 02' 53" West 119.27 feet, thence North

Abstracted  
 Indexed  
 Entered  
 Platted  
 On Margin  
 Compared

*See Plat d. 1002-13, 1017*

*Liston Dev Corp  
 631 E 250 N  
 Kaye*

45° East 119.81 feet, thence North 60° West 467.75 feet, thence North 73° 30' West 92.69 feet, thence North 14° 59' 15" East 140.49 feet, thence North 48° 05' 21" East 77.50 feet, thence North 12° 29' 15" East 127.95 feet, thence North 73° 30' 45" West 172.11 feet, thence North 16° 29' 15" East 18.08 feet, thence North 5° East 303.59 feet, thence North 14° 10' 35" West 220.71 feet, thence West 935.16 feet to the East line of the existing Highway 89, thence South 0° 30' 45" East 1102.04 feet along said East line, thence South 89° 50' 45" East 55.00 feet, thence South 0° 30' 45" East 60.00 feet, thence South 2° 36' 15" West 187.39 feet to the point of beginning. Contains 31.23 acres.

A(2) BEGINNING at the South Quarter corner of Section 24, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 89° 50' 45" West 847.48 feet along the section line; thence North 106.53 feet; thence North 60° 02' 53" West 119.27 feet; thence North 45° 00' 00" East 119.81 feet; thence North 60° 00' 00" West 467.75 feet; thence North 73° 30' 00" West 92.69 feet; thence North 14° 59' 15" East 140.49 feet; thence North 48° 05' 21" East 77.50 feet; thence North 12° 29' 15" East 127.95 feet; thence North 73° 30' 45" West 172.11 feet; thence North 16° 29' 15" East 18.08 feet; thence North 5° 00' 00" East 303.58 feet; thence North 14° 10' 35" West 220.71 feet; thence East 1426.15 feet; thence South 00° 00' 18" East 1408.29 feet. Contains 39.472 acres; and

WHEREAS, this Amendment relates to and is binding on the above described real property; and

WHEREAS, Declarant holds not less than 75% of the voting power of each class of members and by affirmative vote has established this amendment,

NOW THEREFORE, The Declaration, is hereby amended as follows:

1. Article I, Section 29 is stricken and Section 30 now becomes Section 29 and Section 31 now becomes Section 30.

2. Article VIII, Section 8 is amended to read as follows:

Section 8. Variance. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variance must be granted by the Layton City Board of Adjustments. If such variances are granted, no

violation of the covenants, conditions and restrictions contained in the Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of the Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligations to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

3. Article IX is amended to read as follows:

ARTICLE IX

Maintenance and Repair Obligations

Section 1. Maintenance Obligations of Owners.

It shall be the duty of each Owner, at his sole cost and expense subject to the provisions of this Declaration regarding Architectural Committee approval, to maintain, repair, replace and restore his dwelling unit and lot, in a neat sanitary and attractive condition. In the event that any Owner shall permit any improvement, which is the responsibility of such Owner to maintain to fall into disrepair or not to be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Architectural Committee shall have the right, but not the duty, upon fifteen (15) days' prior written notice to the Owner of such lot to correct such condition and to enter upon such Owner's lot to make such repairs or to perform such maintenance and the cost thereof shall be charged to the Owner. Said cost shall be a Special Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in this Declaration. The Owner shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the Board of Directors, to the amounts payable by each Owner as Common Assessments.

Section 2. Maintenance Obligations of Association.

The Association shall maintain, or provide for the maintenance of all of the common area and all improvements thereon, including recreational facilities, in good order and repair. The interior and exterior of the recreation building, and any and all utility laterals and buildings. In addition to building maintenance, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which is on the Common Area at the time that it is conveyed to the Association. The Association shall further maintain, reconstruct, replace and refinish any paved surface in the Common Area. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board of Directors of the Association shall determine in their judgment to be appropriate.

The Association shall also maintain and keep in good state of repair, the fence located along the edge of the public street contiguous to the Properties.

The City of Layton is granted the right to come on to the Common Areas for the purpose of repairing and maintaining the same and fence aforesaid. In the event the Association fails in its obligations as provided for herein, the Association agrees to reimburse the City for all expenses expended in connection therewith.

Section 3. Damage and Destruction Affecting Residences -- Duty to Rebuild. If all of or any portion of any lot or dwelling unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of said lot or dwelling unit to rebuild, repair or reconstruct said residence in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty.

Section 4. Variance in Exterior Appearance and Design. Any Owner who has suffered damage may apply for approval to the Architectural Committee for reconstruction, rebuilding or repair of his residence in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete plans and specifications, working drawings and elevations showing the proposed reconstructions and the end result thereof. The architectural Committee shall grant such approval only if the design proposed by the Owner should result in a finished residence in harmony with exterior design of other residences on the Properties. Failure of the Architectural Committee to act within thirty (30) days after receipt of such a request in writing coupled with the drawings and plot plans showing the full and complete nature of the proposed changes shall constitute approval thereof. If the obligation for repair falls upon the Association, Architectural Committee approval will not be required prior to the commencement of such work.

Section 5. Time Limitation. The Owner or Owners of any damaged residence, the Association and the Architectural Committee shall be obligated to proceed with all due diligence hereunder, and the responsible party shall commence reconstruction within six (6) months after the damage occurs and complete reconstruction within one (1) year after damage occurs, unless prevented by causes beyond their reasonable control.

4. There shall be an additional article known as Article XVII which shall read as follows:

ARTICLE XVII

United States Easement and Agreement

Section 1. Easement. The properties shall be and the same are hereby subject to the terms of that certain easement granted the United States of America, by Land Purchase Contract recorded March 1, 1954, as Entry No. 135283 in Book 61, page 415 of official records and by Warranty Deed of Easement recorded May 11, 1954, as Entry No. 136811, in Book 64, page 566 of official records, and any interest therein acquired by Weber Basin Water Conservancy District, in so far as the same applies.

Section 2. Agreement. The United States of America acting by and through the Bureau of Reclamation, Department of Interior and Weber Basin Water Conservancy District and Liston Development Corporation have entered into an agreement dated the 31<sup>ST</sup> day of JANUARY, 1978, relating to the easement aforesaid:

a. It is acknowledged that the United States and the District have prior rights in and to the perpetual easement to construct, reconstruct, operate and maintain. The aqueduct and appurtenant structures, above and below ground surface, within those portions of the aqueduct perpetual easement.

b. Declarant and the Association shall inform all prospective purchasers of lots containing a portion of the aqueduct, right-of-way does exist and specifically inform them of the prior rights of the United States and the District aforesaid.

c. Declarant, its successors, or assigns and the Association will take adequate measures to control soil erosion and run off from the aqueduct easement area; in the event that unusual erosion does occur the Regional Director, Bureau of Reclamation, 125 South State Street, Salt Lake City, Utah, will be notified as soon as possible. Declarant, its successors or assigns and the association will be directly responsible for all clean-up operations. All clean up will be subject to the approval of the United States or the District.

d. Any changes in plans for the subdivision or improvements will be coordinated with the Regional Director at the above-stated address.

e. Any increase in the cost to reconstruct, operate, maintain, and repair the Aqueduct and appurtenant structures which might result from the construction of the proposed subdivision, homes, and other physical structures, and utility improvements, shall be borne by the Declarant, its successors and assigns, The Lot Owners and the Association as is appropriate. Any costs to the District or the United States which result from the construction of the Subdivision or utility improvements shall be borne by the Declarant its successors and assigns, the Lot Owners and the Association as is appropriate, and such costs shall constitute a lien on said land until paid.

f. All Deeds and Instruments for lots 3, 4, 5, 6, 7, 8, 9, 121, 122, and 123 shall contain provisions and protective covenants recognizing the prior right of the United States and the District and shall prohibit the erection of homes or permanent structures and the planting of trees within the easement area and shall require that plans for other development that may affect or hinder operation and maintenance of the Aqueduct be submitted to the United States and the District for review and approval.

g. All construction of subdivision improvements within the Aqueduct right-of-way shall be performed in a manner satisfactory to the District and the United States. Any cuts or fills over the Aqueduct shall maintain a minimum cover of 4-feet and a maximum of 5-15 feet depending on class of pipe. The District and the United States shall be furnished a copy of the plans and specifications of said subdivision improvements for review and approval prior to the commencement of any construction on said subdivision.

h. Declarant, its successors and assigns shall 48 hours prior to excavation for construction of any homes or appurtenant improvements on lots 3, 4, 5, 6, 7, 8, 9, 121, 122 and 123 that the location of said homes or improvements shall be staked in the field and the United States and the District shall be notified to permit inspection and approval to avoid any encroachment on the Aqueduct easement.

i. Declarant, shall abide by all applicable Federal, State, and local laws and regulations pertaining to pollution control and environmental protection.

j. No pipeline or conduit shall be constructed within twenty-five (25) feet from the centerline of the Aqueduct except where necessary to cross the Aqueduct, and in such event all crossings shall provide a minimum of one (1) foot clearance between such pipeline or conduit and the Aqueduct. All sewer pipeline crossings shall cross under the Aqueduct unless otherwise specifically approved in writing by the United States and

the District, and all such crossings shall be constructed of cast iron with tight-sealed joints for a minimum distance of twenty (20) feet on each side of the centerline of the Aqueduct.

k. State and County regulations shall be adhered to in the construction of all utilities. Plans and specifications for any utility installations shall be submitted to the United States and the District on an individual basis for review and approval prior to the start of construction. To notify the Regional Director or his authorized representative and the District at least forty-eight (48) hours in advance of commencing installation of any subdivision developments or utilities on the Aqueduct right-of-way.

l. Declarant, its successors, and assigns, the Lot Owners and the Association shall indemnify and hold the United States and the District harmless against all claims of every character arising out of or in connection with the improvements, and utilities as is appropriate, and the Declarant its successors and assigns, the Lot Owners and the Association release the United States and the District from all claims for damage to the adjacent subdivision lots, improvements, or utilities which may hereafter result from the construction, operation, or maintenance of the Aqueduct or of any works or facilities of the Weber Basin Project or any other water and power resources service (formerly the Bureau of Reclamation) project. This will not be construed to include negligence or wrongful acts of the United States, the District, or their agents or assigns.

Declarant has executed this Amendment to the Declaration on the date first above written.

LISTON DEVELOPMENT CORPORATION

BY E. Lee Liston  
E. LEE LISTON  
ITS PRESIDENT

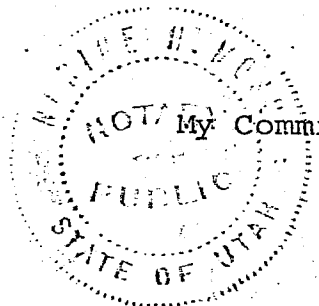
ATTEST:

Vera C. Liston  
VERA C. LISTON  
Its Secretary

STATE OF UTAH     )  
                              : ss  
COUNTY OF DAVIS )

On the 16<sup>th</sup> day of January, 1980, personally appeared before me E. Lee Liston and Vera C. Liston, who being by me duly sworn did say that they are the President and Secretary respectively of the Liston Development Corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said E. Lee Liston acknowledged to me that the said corporation executed the same.

Dorine H. Moss  
Notary Public  
Residing at: Hayville, Utah



My Commission Expires: 7/25/82