

RETURNED
FEB 23 2010

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF THE TUSCANY VILLAGE SUBDIVISION

THIS AMENDMENT is made this 21st day of October, 2009, by Rainey Development, Inc., a Utah corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the developer of certain real property located in Farmington City, Davis County, State of Utah, more particularly described as follows:

All of Lots 1-22 and 24-43 in the Tuscany Village P.U.D. Subdivision. "The Property"

WHEREAS, Declarant intends to sell the Property, and in doing so, made, executed and recorded in the Davis County Recorder's Office, that certain Declaration of Covenants, Conditions and Restrictions of the Tuscany Village Subdivision (the "CCR'S")

WHEREAS, Declarant as desires to amend or modify the CCR's in order to further define certain responsibilities of the Tuscany Village Owners Association,

THE CCR's are hereby amended and modified as follows:

E 2513127 B 4967 P 883-884
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/23/2010 03:26 PM
FEE \$53.00 Pgs: 2
DEP RT REC'D FOR FARMINGTON CITY

ARTICLE II - RESTRICTIONS ON ALL LOTS

8. Maintenance of Property. All Lots and the Improvements on them shall be maintained in a clean, sanitary and attractive condition at all times. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of Improvements) open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as garbage bins; lawn or garden furniture, except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in any visually unappealing manner.

ARTICLE V - THE ASSOCIATION: MEMBERSHIP & ASSESSMENTS

4. Purpose of Assessments and Duties of Association. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Property and, to the extent not performed by the applicable governmental entity, for the maintenance and repair of common areas deeded to the Association by the Declarant, including the Wetlands. The common areas that the Association shall be responsible to maintain and repair include, but are not limited to, the entry feature to the Covered Property, the detention basin, 15" pipe connecting the Wetlands west of Lot 1, any and all common landscaping features that are not located within a Lot, any and all common security or communications systems provided to the Owners as a whole, and the Wetlands. The Wetlands shall be maintained by the Association in accordance with the Wetland Mitigation Plan. The Association shall have primary responsibility to ensure that the reporting and maintenance requirements in the Wetland Mitigation Plan are performed. Assessments may also be levied, collected and used to pay a

