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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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REC'D FOR WALTON LANE LLC

SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BAMBERGER STATION
A PLANNED UNIT DEVELOPMENT

all, Bamberger Ph 1 + Ph 2
02-194-0001 thru 0010

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAMBERGER STATION, A PLANNED UNIT DEVELOPMENT (this "Declaration") is made as of August 17, 2006 by Walton Lane L.L.C. for and on behalf of itself and its successors and assigns.

02-210-0015 thru 0035

RECITALS

A The original Declaration of Covenants, Conditions and Restrictions for Bamberger Station Phase I, A Planned Unit Development (the "Original Declaration") was recorded with the Davis County Recorder on September 11, 2003, as Entry 1908825, Book 3372, starting at Page 518 by Walton Lane L L C who was the Declarant

B. The First Amendment to the Declaration of Covenants, Conditions and Restrictions for Bamberger Station Phase I, A Planned Unit Development (the "First Amendment") was recorded with the Davis County Recorder on March 27, 2006 as Entry 2154994, Book 3999, starting at Page 471 by Walton Lane L.L C

C. As required by Paragraph 17.04, 67 percent of the votes allocated to all Memberships have approved this Declaration.

AMENDMENTS

1. Paragraph 2.01(ii) of the Original Declaration as may have been previously amended is hereby amended in its entirety to read as follows:

(ii) "Unit" means each individual lot within the Project designated as a Unit on the Map upon which a residential dwelling may be constructed. The term "Unit" shall include, with respect to each individual residential dwellings: (i) all footings, pilings, foundations and other support structures; (ii) all floors and floor joists; (iii) all exterior walls, including, without limitation all exterior doors, exterior windows and exterior wall coverings; (iv) where applicable, the portion of all interior demising walls on the Unit side of a vertical plane through the center of each such demising wall; (v) where applicable, the portion of all interior demising ceilings or floors on the Unit side of a horizontal plane through the center of each such demising ceiling or floor; (vi) all exterior fixtures, chimneys and other similar items attached to the exterior of the dwelling which are intended for the exclusive benefit of the dwelling (but not including porches or decks); (vii) all improvements and fixtures within the space bounded by the outside surfaces of the dwelling; (viii) all heating, ventilation and air conditioning equipment and all other utility equipment which exclusively serve the dwelling (except underground pipelines, ducts and wires to the extent not located under the dwelling); and (ix) where applicable, the roof. The porches and decks on all Units shall not be considered part of the Units but shall be considered Limited Common Areas. An individual residential dwelling may not be constructed outside of the Unit boundaries designated on the Map without a proper amendment to this Declaration and the Map. If the boundaries of a dwelling do not exactly coincide with the Unit boundaries designated on the Map, the land between the Unit and the dwelling boundaries shall be part of the Unit

2 A new Paragraph 8.04(d) shall be added to the Original Declaration as may have been previously amended, which paragraph shall read as follows:

(d) Notwithstanding the foregoing, each Owner, at such Owner's sole cost and expense, shall maintain any Limited Common Area which is intended for the exclusive benefit of such Owner's Unit (such as a porch or a deck) in good order. The Association shall be responsible for maintaining the Limited Common Areas in good repair and may levy Special Assessments pursuant to Paragraph 7 05 in order to facilitate any such repairs.

3 Paragraphs 13 01 of the Original Declaration as may have been previously amended is hereby amended in its entirety to read as follows:

13.01. Insurance Required to be Obtained. The Owner of each Unit shall maintain his or her own insurance for his or her own Unit, including the contents and personal property kept in the improvement. The Owner of each Unit shall provide proof of insurance of his or her Unit to the Association annually on the date set by the Association. The Association shall not be required to obtain insurance on the exterior or interior of any Unit of which it is not the Owner. Notwithstanding the foregoing, the Association shall obtain and maintain all insurance required to be obtained and maintained by the Association under the Act and any additional insurance that the Executive Board deems necessary.

IN WITNESS WHEREOF, the Declarant has hereunto caused its name to be signed as of the day and year first written above

WALTON LANE L.L.C

[Signature]
By James S. Dean
Its member

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 17th day of August, 2006, by

James S. Dean

[Signature]
Notary Public

Residing at: Salt Lake County, Utah
My Commission Expires: 5-5-09



BK 3099 PG 475

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

THE PROPOSED PLAT OF BAMBERGER STATION PHASE 1, PLANNED UNIT DEVELOPMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

02-194-0001 thru 0016

BEGINNING on a boundary corner of Cedar Springs Condominiums said point being North 89°54'00" West 889.04 feet and south 00°02'00" East 1348.32 feet and North 89°59'00" East 58.00 feet and North 00°02'00" West 340 feet and North 89°59'00" East 449.44 feet from the Northeast corner of Lot 6, Block 21, Big Creek Plat, Centerville Townsite Survey, said point also being North 89°58'47" East 907.89 feet along the Section Line to the centerline of Main Street and North 00°10'07" East 425.64 feet along the centerline of Main Street and South 89°59'00" West 361.05 feet from the South Quarter Corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence South 89°59'00" West 94.90 feet along the South line of said Cedar Springs Condominiums; thence South 00°01'00" East 150.22 feet, thence South 89°59'00" West 342.61 feet to a point on a 225.00 foot radius curve to the left, (radius bears South 00°01'00" East), thence along the arc of said curve 62.68 feet to the East line of the old Bamberger Railroad, thence South 00°02'00" East 187.53 feet along said East line to a point on a 125.00 foot radius curve to the left, (radius bears North 54°15'20" East); thence along the arc of said curve 13.63 feet to a point on a 75.00 foot radius reverse curve to the right, (radius bears South 48°00'33" West); thence along the arc of said curve 55.58 feet; thence South 00°27'55" West 67.62 feet; thence North 89°58'47" East 60.82 feet; thence North 00°02'00", West 125.33 feet; thence N.89°58'47" E. 27.02 feet; thence North 00°02'00" West 53.39 feet thence South 89°58'00" West 84.82 feet to a point on a 75.00 foot radius curve to the right (radius bears North 71°52'40" East); thence along the arc of said curve 27.75 feet to a point on a 175.00 foot reverse curve to the left; (radius bears North 86°55'27" West); thence along the arc of said curve 39.49 feet to a point on a 25.00 foot reverse curve to the right, (radius bears North 80°08'34" East); thence along the arc of said curve 41.41 feet to a point on a 175.00 foot compound curve to the right, (radius bears South 04°57'35" East); thence along the arc of said curve 15.10 feet; thence North 89°59'00" East 248.08 feet, thence South 00°02'00" East 149.88 feet; thence North 89°58'47" East 349.55 feet; thence North 00°10'07" East 142.72 feet; thence North 89°59'00" East 166.77 feet to a point on the West line of Main Street, thence along said West line North 00°10'07" East 161.99 feet to a point on a 25.00 foot radius curve to the right, (radius bears North 89°49'53" West), thence along the arc of said curve 39.19 feet, thence South 89°59'00" West 103.00 feet to a point on a 175.00 foot radius curve to the left, (radius bears South 00°01'00" East), thence along the arc of said curve 96.22 feet, thence North 16°12'43" West 100.06 feet; thence South 89°59'00" West 80.56 feet to the point of beginning

Property Contains 3.62 Acres

THE PROPOSED PLAT OF PARCEL A OF BAMBERGER STATION PHASE 2, PLANNED UNIT DEVELOPMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

*02-210-0023-0034
0016-0022*

BEGINNING at a point located South 89°59'00" West 94.90 feet from the boundary corner of Cedar Springs Condominiums, said point being North 89°54'00" West 889.04 feet and South 00°02'00" East 1348.32 feet and North 89°59'00" East 58.00 feet and North 00°02'00" West 340 feet and North 89°59'00" East 499.44 feet from the Northeast corner of Lot 6, Block 21, Big Creek Plat, Centerville Townsite Survey, said point also being North 89°58'47" East 907.89 feet along the Section Line to the centerline of Main Street and North 00°10'07" East 425.64 feet along the centerline of Main Street and South 89°59'00" West 361.05 feet from the South Quarter Corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian; Thence South

00°01'00" East 150.22 feet to the North Right of Way Line of Bamberger Way; thence running along said North Right of Way the following 2 courses. South 89°59'00" West 342.61 feet to a point of curvature of a 225.00 foot radius curve to the left (bearing to the radius point bears South 00°01'00" East), thence along the arc of said curve through a central angle of 15°57'44" a distance of 62.68 feet to the east line of the old Bamberger Railroad, thence North 00°02'00" West 158.89 feet to the South line of said Cedar Springs Condominiums, thence along said South line North 89°59'00" East 404.53 feet to the Point of Beginning.

Property Contains 1.399 Acres.

THE PROPOSED PLAT OF PARCEL B OF BAMBERGER STATION PHASE 2, PLANNED UNIT DEVELOPMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS. 02 -

Beginning at a point located North 89°58'47" East 358.80 feet along the Section line and North 75.58 feet from the South Quarter Corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian; thence South 89°58'47" West 194.92 feet; thence North 00°02'00" West 53.39 feet; thence South 89°58'00" West 84.82 feet to a point on the East Right of Way line of 160 West Street, said point also being a point on a 75.00 foot radius curve to the right (Bearing to the radius point bears North 71°52'40" East); thence following said East Right of Way line and along the arc of said curve through a central angle of 21°11'45" a distance of 27.75 feet to a point of reverse curvature of a 175.00 foot radius curve to the left (Bearing to the Radius point bears North 86°55'36" West); thence continuing along said East Right of Way line and along the arc of said curve through a central angle of 12°55'50" a distance of 39.49 feet to a point of reverse curvature of a 25.00 foot radius curve to the right (Bearing to the radius point bears North 80°08'34" East), thence continuing along said East Right of Way and along the arc of said curve through a central angle of 94°53'50" a distance of 41.41 feet to a point on a 175.00 foot radius compound curve to the right (Bearing to the radius point bears South 04°57'35" East); thence leaving said East Right of Way and running along the South Right of Way of Bamberger Way and the arc of said curve through a central angle of 04°56'35" a distance of 15.10 feet, thence continuing along said South Right of Way Line North 89°59'00" East 248.08 feet; thence South 00°02'00" East 149.88 feet to the Point of Beginning

Property Contains 0.865 Acres