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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
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DEP RT REC'D FOR E JEAN DAVIES

FOURTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF

BAMBERGER STATION PHASE I AND PHASE 2  
A PLANNED UNIT DEVELOPMENT *EJD.*

**THIS IS AN AFFIRMATION THAT THE FOLLOWING AMENDMENT WAS ADOPTED ON MAY 29<sup>TH</sup> OF 2020 PURSUANT TO THE UTAH CONDOMINIUM OWNERSHIP ACT AND DECLARATION OF BAMBERGER STATION PHASE I, A PLANNED UNIT DEVELOPMENT. SAID AMENDMENT WAS SUBMITTED FOR RECORDING AT THE TIME, BUT WAS LOST AND NEVER MADE OF RECORD:**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION OF BAMBERGER STATION, A Planned Unit Development ("Declaration") is made this 29<sup>th</sup> day of May, 2020 by the Bamberger Station Owners Association ("Association") pursuant to the Utah Condominium Ownership Act and the Declaration.

**RECITALS**

- A. On August 12, 2003, Walton Lane LLC executed a Declaration of Covenants, Conditions and Restrictions of Bamberger Station Phase I, a Planned Unit Development (the "Declaration") as part of a plan of the Bamberger Station Planned Unit Development Project (the "Project") which Declaration was recorded in the Office of the County Recorder of Davis County, State of Utah, on September 11, 2003, Book 3372, Pages 518 through 550. On March 10, 2006, Walton Lane LLC executed the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Bamberger Station Phase I, a Planned Unit Development (the "Declaration") as part of a plan of the Bamberger Station Planned Unit Development Project (the "Project") which Declaration was recorded in the Office of the County Recorder of Davis County, State of Utah, on March 27, 2006, Book 3999, Pages 471 through 483. On August 12, 2006, Walton Lane LLC executed the Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Bamberger Station, a Planned Unit Development (the "Declaration") as part of a plan

of the Bamberger Station Planned Unit Development Project (the "Project") which Declaration was recorded in the Office of the County Recorder of Davis County, State of Utah, on August 17, 2006, Book 4098, Pages 922 through 925. On December \_\_, 2013, Walton Lane LLC executed the Third Amendment to the Declaration of Covenants, Conditions and Restrictions of Bamberger Station, a Planned Unit Development (the "Declaration") as part of a plan of the Bamberger Station Planned Unit Development Project (the "Project") which Declaration was recorded in the Office of the County Recorder of Davis County, State of Utah, on July 30, 2019, Book 7314, Pages 2283 through 2289. All attendant documents and Record of Survey Maps for each of the Phases were duly recorded and are on file in the office of the Davis County Recorder. The Declaration, Amendments and attendant Maps as submitted, commit to the provisions of the Condominium Ownership Act the following described real property situated in Davis County, being the sum total of the land embodied in Phases 1 through 2, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

- B. The Association, consistent with the prior recorded Declarations and any amendments thereto (including any not herein referenced above), hereby adopts this Amendment to the Declaration, which (along with the foregoing and any future amendments) shall be the sole declaration for Bamberger Station, a Planned Unit Development and which shall amend all prior recorded Declarations, By-laws and amendments thereto recorded prior to the date of this Declaration. This Amendment to the Declaration is adopted consistent with the procedures for amending the prior Declaration. It is adopted to update the Declaration, to eliminate ambiguity, to further define the rights of the Association and the Unit Owners, and in furtherance of the Association's efforts to safely, efficiently, and economically provide a quality living environment.
- C. The Association hereby desires to amend the Declaration for its own benefit and for the mutual benefit of all future Owners and Occupants of the Condominium Project, certain covenants, conditions, restrictions, easements, rights, privileges, assessments and liens as set forth herein (collectively, the "Restrictions," which shall run with and be a burden upon the Property).
- D. The Association intends that the Owners, Occupants, Lenders and all other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interest subject to this Declaration, which is recorded in furtherance of establishing a general plan of planned unit development ownership for the Property, and for establishing rules for the use, occupancy, management and enjoyment thereof.

- E. As required by Paragraph 17.04 of the Declaration, sixty-seven (67%) of the votes allocated to all Memberships have approved this Amendment to the Declaration. \*

**NOW, THEREFORE**, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, the Association, hereby amends all prior Declarations and By-laws for Bamberger Station, a Planned Unit Development (which shall be referred to herein as "The Project") with the following Amendment to the Declaration and included By-laws:

1. Paragraph 2.01(ii) of the 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 (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 (including underground pipelines, ducts and wires); and (ix) where applicable, the roof. 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. **Effective Date.** This Amendment to Declaration shall take effect upon recording.

IN WITNESS WHEREOF The Association executes this Declaration on May 29, 2020 by  
Karla Sorensen, President of the Bamberger Station Owners Association.

BAMBERGER STATION OWNERS'  
ASSOCIATION

Karla Sorensen  
KARLA SORENSEN, PRESIDENT

ATTESTED TO:

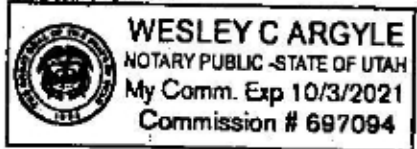
E. Jean Davies  
E. JEAN DAVIES, SECRETARY

STATE OF UTAH )  
 ) :ss.  
COUNTY OF DAVIS )

On the 29<sup>th</sup> day of May, 2020 personally appeared before me KARLA SORENSEN the signer  
of the above instrument, who being by me first duly sworn did say: That she is the President of  
Bamberger Station Owners' Association, that this instrument was signed in behalf of said  
Association by authority of its Covenants, Conditions and Restrictions and By-laws, and that said  
Association executed the same.

Wesley C Argyle  
Notary Public

STATE OF UTAH )  
 ) :ss.  
COUNTY OF DAVIS )



On the 29<sup>th</sup> day of May, 2020 personally appeared before me E. Jean Davies, the signer of  
the above instrument, who being by me first duly sworn did say: That she is the Secretary of  
Bamberger Station Owners' Association, and that she executed the same.

Wesley C Argyle  
Notary Public

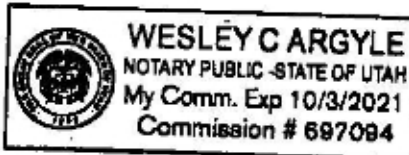


Exhibit "A"

02-197-0001-0617

LEGAL DESCRIPTION OF THE PROPERTY:

BAMBERGER STATION PHASE 1, PLANNED UNIT DEVELOPMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 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 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 North 89°58'47" East 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.

02-210-0015-0035

**PARCEL A OF BAMBERGER STATION PHASE 2, PLANNED UNIT DEVELOPMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

BEGINNING at a point located South  $89^{\circ}59'00''$  West 94.90 feet from the boundary corner of Cedar Springs Condominiums, said point being North  $89^{\circ}54'00''$  West 889.04 feet and South  $00^{\circ}02'00''$  East 1348.32 feet and North  $89^{\circ}59'00''$  East 58.00 feet and North  $00^{\circ}02'00''$  West 340 feet and North  $89^{\circ}59'00''$  East 404.53 feet from the Northwest corner of Lot 6, Block 21, Big Creek Plat, Centerville Townsite Survey, said point also being North  $89^{\circ}58'47''$  East 907.89 feet along the Section Line to the centerline of Main Street and North  $00^{\circ}10'07''$  East 425.64 feet along the centerline of Main Street and South  $89^{\circ}59'00''$  West 455.95 feet from the South Quarter Corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian; Thence South  $00^{\circ}01'00''$  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  $89^{\circ}59'00''$  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  $00^{\circ}01'00''$  East), thence along the arc of said curve through a central angle of  $15^{\circ}57'44''$  a distance of 62.68 feet to the east line of the old Bamberger Railroad, thence North  $00^{\circ}02'00''$  West 158.89 feet to the South line of said Cedar Springs Condominiums, thence along said South line North  $89^{\circ}59'00''$  East 404.53 feet to the Point of Beginning. Property Contains 1.399 Acres.

**PARCEL B OF BAMBERGER STATION PHASE 2, PLANNED UNIT DEVELOPMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

Beginning at a point located North  $89^{\circ}58'47''$  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  $89^{\circ}58'47''$  West 194.92 feet; thence North  $00^{\circ}02'00''$  West 53.39 feet; thence South  $89^{\circ}58'00''$  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  $71^{\circ}52'40''$  East); thence following said East Right of Way line and along the arc of said curve through a central angle of  $21^{\circ}11'45''$  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  $86^{\circ}55'36''$  West); thence continuing along said East Right of Way line and along the arc of said curve through a central angle of  $12^{\circ}55'50''$  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  $80^{\circ}08'34''$  East), thence continuing along said East Right of Way and along the arc of said curve through a central angle of  $94^{\circ}53'50''$  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  $04^{\circ}57'35''$  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  $04^{\circ}56'35''$  a distance of 15.10 feet, thence continuing along said South Right of Way Line North  $89^{\circ}59'00''$  East 248.08 feet; thence South  $00^{\circ}02'00''$  East 149.88 feet to the Point of Beginning. Property Contains 0.865 Acres.