

RETURNED

2457024

12 + 55

12-693-0001 thru 12-693-0034 JUN 04 2009

BK 4790 PG 1459

12-112-0030 thru 12-112-0051

E 2457024 B 4790 P 1459-1460
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/04/2009 04:56 PM
FEE \$67.00 Pgs: 2
DEP RT REC'D FOR GARDNER BTS PARK
VILLAGE LLC

ARTICLE SEVENTEEN

"SPECIAL AMENDMENT"

TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE PARK VILLAGE

17.01 This "SPECIAL AMENDMENT" TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Declaration") is executed by GARDNER BTS PARK VILLAGE, LLC ("Declarant"), a Utah limited liability company, and is made effective this 4th day of June, 2009.

17.02 Subject to Section 12.01, the provisions of this Declaration may be amended, by an instrument executed by the Owners, representing at least seventy-five percent (75%) of the Units;

17.03 Section 4.12, stating that "No fencing shall be allowed on any Unit," is hereby amended;

17.04 Fencing shall be allowed on any Unit in the back yard area exclusively.

17.05 Subject to Section 15.04, back yard fencing on any Unit must be reviewed and approved in advance by the Design Review Committee. See Section 15.04(b) for application instructions;

17.04 No Fencing shall be allowed in the front yard of any Unit;

17.06 Fencing is not considered "Common Area" or "Limited Common Area" and is therefore subject to the maintenance, repair and replacement provisions set forth in Section 3.06(c), namely, those Unit owners electing to put fencing in their back yard area shall be responsible for the maintenance and appearance of their fences, no fencing shall be permitted on any side yard without written permission of the Declarant.;

17.07 Subject to Section 3.08, all Fencing additions, and subsequent alterations will be made at the expense of the Unit owner, not the Community Association;

17.08 In the event that the fencing is not maintained and the appearance not consistent with the standards of the Community Association, the Association may require maintenance or replacement by the Unit owner.

17.09 In the event that fencing is placed on Park Village easement property, Unit owners will be responsible for any modification of the easement, if needed.

IN WITNESS WHEREOF, Declarant has executed this SPECIAL AMENDEDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PARK VILLAGE as of this 4th day of June, 2009.

DECLARANT:

GARNDER BTS PARK VILLAGE, LLC
a Utah limited liability company

By: [Signature]
Name: L SCOTT Gardner
Its: Agent

STATE OF UTAH }
 :SS
COUNTY OF DAVIS }

The foregoing instrument was acknowledged before me this 4 day of June, 2009, by Scott Gardner in his capacity as Agent for GARNDER BTS PARK VILALGE, LLC



[Signature]
Notary Public

All of Lot 1 thru 29, Park Village - Phase 1 PRUD
Parcels A thru D, Park Village - Phase 1 PRUD
All Private Roadways of Park Village - Phase 1 PRUD
All of Lots 30 thru 50, Park Village - Phase 2 PRUD
All Private Roadways of Park Village - Phase 2 PRUD