

210  
Nathy Hale  
P.O. Box 63  
Eden, VT 84310

W2036774



**Amendment to Declaration of  
Covenants, Conditions and Restrictions  
For Bailey Acres  
A Cluster Subdivision**

The following is an amendment to the Declaration of Covenants, Conditions and Restrictions for Bailey Acres a Cluster Subdivision that was originally recorded on September 1, 1998, in the records of Weber County, Utah, as Entry No. 1570954.

**Paragraph 10.5 Parking and Vehicular Restrictions** is hereby replaced in its entirety with the following:

No owner of any Lot shall park, store or keep any vehicle except wholly within the designated parking area. Any inoperable vehicle shall be stored only in garages. No Owner shall park, store or keep on any property or street (public or private) within the Properties, any large commercial type vehicle (dump truck, cement mixer truck, delivery truck, etc.) or any other vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board of Trustees. Any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle) must be parked on a suitable parking pad, either in the driveway or on a cement pad to the side of the Dwelling. No Owner shall conduct major repairs or major restoration of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the Properties.

**Paragraph 10.9 Clearing and Grading**

Deleted in its entirety.

**Paragraph 10.11 Trash** is hereby replaced in its entirety with the following:

No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot or Common Area, except in sanitary containers. No odor shall be permitted to arise therefrom so as to render the Properties, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever, except barbecue fires contained within appropriate receptacles and fire pits or fireplaces within patio areas that are designed in such a manner that they do not create a fire hazard. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material, or scrap shall be kept, stored or allowed to accumulate on any portion of the Properties except within an enclosed structure or appropriately screened from view.

**ACCOMMODATION RECORDING ONLY, EXECUTIVE  
TITLE INSURANCE AGENCY, INC. MAKES NO  
REPRESENTATION AS TO CONDITION OF TITLE,  
NOR DOES IT ASSUME ANY RESPONSIBILITY FOR  
VALIDITY, SUFFICIENCY OR EFFECTS OF  
DOCUMENT.**

**E# 2036774 PG 1 OF 3  
DOUG CROFTS, WEBER COUNTY RECORDER  
11-JUN-04 9:30 AM FEE \$15.00 DEP L.F  
REC FOR: EXECUTIVE.TITLE**

22-144-0001-0030  
22-145-0001-0009  
22-146-0001-0010

**Paragraph 10.16 Outside Installation** is hereby replaced in its entirety with the following:

No radio station or short-wave operators of any kind shall operate from any Lot or Dwelling unit.

**Paragraph 11.7 Windows** is hereby replaced in its entirety with the following:

No mirrored or reflective glass may be used in the construction of any dwelling.

**Paragraph 11.16 Driveway Access** is hereby replaced in its entirety with the following:

Individual driveway access to each Lot must be approved by the Architectural Committee as part of the site plan of the Lot. Driveways should be located in a manner to minimize cuts and fills and the need for retaining walls. No driveway may exceed 12% slope. Driveways shall be wide enough to permit two cars to be parked side by side in front of the garage entrance.

**Paragraph 11.17 Exterior Lighting Standards** is hereby replaced in its entirety with the following:

All exterior lighting must be adequately shielded and controlled to prevent glare and illumination to adjacent properties or streets. Bare light globes are prohibited.

**Paragraph 12.2 Landscaping** is hereby replaced in its entirety with the following:

All landscaping shall be commenced within ninety (90) days of Dwelling occupancy and shall be completed within two (2) years of Dwelling occupancy. Trees, lawn, shrubs or other plantings provided by the Owner of each respective Lot shall be properly nurtured and maintained by the Owner so as not to become unsightly, offensive or detrimental to any portion of the Properties.

ALL OTHER COVENANTS, CONDITIONS AND RESTRICTIONS SHALL REMAIN THE SAME.

These amendments are made in accordance with the By-Laws of the Bailey Acres Owners Association as approved at the Annual Meeting of members conducted on October 7, 2003.

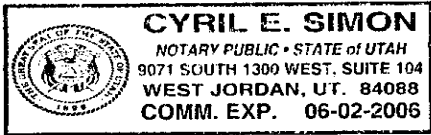
Declarant:  
Bailey Acres Owners Association

By: Kathy K. Hale  
Kathy K. Hale, President

STATE OF UTAH

COUNTY OF SALT LAKE

On this 24<sup>th</sup> day of ~~April~~<sup>May</sup>, 2004, personally appeared before me Kathy K. Hale, whose identity is personally known to me, or proved to me on the basis of satisfactory evidence, and who by me duly sworn, did say that she is the President of BAILEY ACRES OWNERS ASSOCIATION, a Utah non-profit corporation, and the herein document was signed by her in behalf of said corporation by authority of its by-laws and said Kathy K. Hale acknowledged to me that said corporation executed the same.



*Cyril E. Simon*  
NOTARY PUBLIC

My commission expires: 06-02-2006

Residing at: West Jordan, Utah