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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
05/08/2006 02:40 PM  
FEE \$56.00 Pgs: 8  
DEP RT REC'D FOR US TITLE COMPANY  
OF UTAH

When recorded, return to:

Paxton R. Guymon, Esq  
MILLER GUYMON, P.C  
165 So. Regent Street  
Salt Lake City, Utah 84111

*12-607-0201 Home  
0230*

**FIRST AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CROFTER'S COVE**

(A Planned Unit Development)

Argyle Acres, L.L.C., a Utah limited liability company (the "Declarant"), acting pursuant to the authority granted under Section 11.9(a) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Crofter's Cove (the "Declaration"), which Declaration was recorded on October 3, 2005, as Entry Number 2110922, Book 3883, Pages 1759 – 1801, of the Davis County Recorder's office, hereby adopts this First Amendment to said Declaration (this "First Amendment"), to be effective on the date on which this First Amendment is filed of record in the Davis County Recorder's office. This First Declaration shall be filed of record against all of the real property against which the original Declaration was recorded.

Capitalized terms which are not otherwise defined in this First Amendment shall have the meanings set forth in the Declaration.

**AMENDMENTS**

NOW THEREFORE, Section 2.18 ("Signage") and Section 2.19 ("Lease Agreements") of the Declaration are deleted in their entirety, and are replaced by the following provisions:

2.18 **SIGNAGE**. Except for entrance signs, directional signs, signs for traffic control or safety, or "For Sale" signs (not larger than 2 feet by 3 feet), and except as provided herein, no signs or advertising devices of any kind or character shall be erected, posted or displayed upon, in or around any Lot or Structure. If a Lot or Structure thereon has been approved for rental by the Board of Directors in accordance with the provisions of Section 2.19 below, then one "For Rent" sign (not larger than 2 feet by 3 feet) may be displayed in the window of the house. No Owner shall place or display, or allowed to be placed or displayed, on the Owner's Lot or Structure any "For Rent" sign unless and until the provisions of this Section 2.18 have been satisfied

2.19 **LEASE AGREEMENTS**. All lease or rental agreements with respect to any Lot or any Structure located thereon shall be in writing and shall be submitted to the Board of Directors for approval prior to any tenant occupancy. The minimum term of all lease or rental agreements shall be one (1) year, and all lease or rental agreements shall state that they are subject to the provisions of this

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Declaration. As a condition of approval of all lease or rental agreements, the Owner shall be current in the payment of his or her assessments and other obligations to the Association, and the Owner shall pay to the Association, in advance, all assessments and other obligations owed to the Association or which will become due and owing to the Association during the term of the lease or rental agreement. Record Owners who do not reside on their Lot shall provide their current address and phone number(s) to the Association. In each Phase of the Community, no more than twenty-five percent (25%) of the completed homes in such Phase (meaning homes for which permanent certificates of occupancy have been issued by the City) may be leased or rented at any time; and, the maximum number of Lots that may be leased or rented at any time in each Phase of the Community after all homes in the Phase have been completely built shall be as follows:

|           |               |
|-----------|---------------|
| Phase 1:  | Six (6) Lots  |
| Phase 2:  | <u>7</u> Lots |
| Phase 3A: | <u>3</u> Lots |
| Phase 3B: | <u>3</u> Lots |
| Phase 4:  | <u>5</u> Lots |
| Phase 5:  | <u>5</u> Lots |

Furthermore, except for the Lots that have been approved for lease or rental in Phase 1 as of the date of recordation of this First Amendment, no Lot or Structure thereon shall be approved for lease or rental if it is located next to a Lot or Structure that has already been approved for lease or rental or is already being leased or rented.

IN ADDITION, the following provisions are hereby added to **Section 11.2** ("Enforcement") of the Declaration, to be inserted after the existing provisions of Subsections 11.2(a), (b) and (c) (which subsections shall remain in effect):

- (d) **Fines.** The Board of Directors may, in its sole discretion, impose monetary fines against any Owner who violates any of the provisions of this Declaration. Prior to imposing a fine, the Board shall provide the Owner with written notice of the violation stating that the fine(s) will be imposed if the violation is not cured or remedied within fifteen (15) days of the notice. If the violation is not cured or remedied within such 15-day period, then the Board may impose the fine(s) in the amount(s) set forth in the notice. The amounts of the fines shall not exceed the following amounts:
  - a. An initial fine of no more than \$1,000.00 for the violation; and,
  - b. Additional fines of no more than \$50.00 per day for each day in which the violation continues (after the 15-day notice period) until the violation is cured or remedied.

The Board may, in its discretion, impose fines in amounts that are less than the sums indicated above without waiving its right to impose the full amounts of the permissible fines for other violations by the same or other Owners. The fines shall be personal obligations of the Owner(s) of the offending Lots or Structures. If the fine amount(s) are not paid in full within thirty (30) days after a written demand for payment has been provided to the Owner(s), then the fine(s) shall become a lien against the offending Owner's Lot and Structure, and the lien for such fine(s) may be enforced and foreclosed in the same manner as set forth in the Declaration for enforcement and foreclosure of the liens securing payment of assessments and other obligations owing to the Association. The remedies set forth in this Section are not exclusive, and may be exercised in addition to any other remedies available to the Board at law, or in equity, or under the other provisions of the Declaration.


- (e) **Community Association Act.** To the extent they are not inconsistent or in conflict with the other provisions of the Declaration, the provisions of the Community Association Act, as set forth in Utah Code Ann. §§ 57-8a-101 et seq., as the same may be amended from time to time, are incorporated into and made a part of this Declaration, including specifically, without limitation, the provisions of Section 57-8a-205 pertaining to the Association's ability to collect future lease or rental payments in satisfaction of an Owner's unpaid obligations to the Association.

The Declaration is amended as set forth above. In the event of any conflict between this First Amendment and the Declaration, the provisions of this First Amendment shall control to the fullest extent permissible. Except as herein provided, all provisions of the Declaration shall remain in full force and effect.

DATED this 1 day of May, 2006.

DECLARANT:

ARGYLE ACRES, L.L.C., a Utah  
Limited liability company

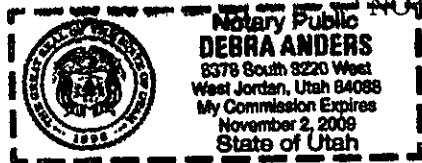
By:   
John Aldous, President of Hamlet Homes  
Corporation, Its Managing Member

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

I HEREBY CERTIFY, that on this 1<sup>st</sup> day of May, 2006, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared John Aldous, suitably proven to be the person who acknowledged himself to be the President of Hamlet Homes Corporation, which corporation is the Managing Member of Argyle Acres, L.L.C., a Utah limited liability company, which company is the "Declarant" named in the foregoing First Amendment, and who, being duly sworn and authorized to do so, in my presence, executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the Declarant.

Debra Anders  
NOTARY PUBLIC

SEAL:



APPROVAL AND ACKNOWLEDGEMENT

We, the undersigned persons, acting in our capacities as members of the Board of Directors and as officers of the Crofter's Cove Homeowners' Association, Inc., a Utah corporation, do hereby certify that the foregoing First Amendment was executed by the Declarant during the "Development Period" – as that term is defined in the Declaration and used in Section 11.9(a) of the Declaration – and that the foregoing First Amendment has been approved by each and all of us at a meeting of the Board of Directors duly called for such purpose.

Shonda Gasley

David

[Signature]

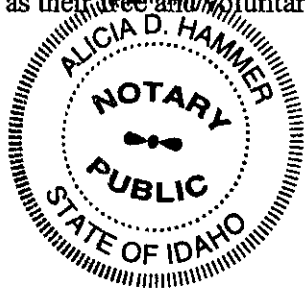
Mr. Allen

[Signature]

IDAHO  
STATE OF UTAH )  
 ) : ss.  
COUNTY OF Fremont )

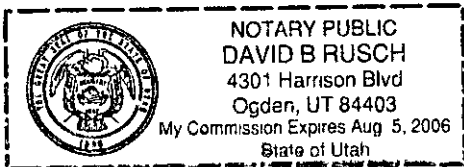
On this 27 day of APRIL, 2006, before me, the undersigned, a Notary Public in and for the State of ~~Utah~~ <sup>Idaho</sup>, duly commissioned and sworn, personally appeared each of the above-referenced individuals, as members of the Board of Directors of the Crofter's Cove Homeowners' Association, Inc., and as officers of said Association, and acknowledged that they executed this instrument as their ~~free and~~ voluntary act and deed.

SEAL:



*Alicia D. Hammer*  
NOTARY PUBLIC  
exp 12/30/2010

ON THIS 1 MAY 2006 BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF UTAH PERSONALLY APPEARED MICHAEL PAINTER AND LONNY ADAMS AS ABOVE MENTIONED DIRECTORS.



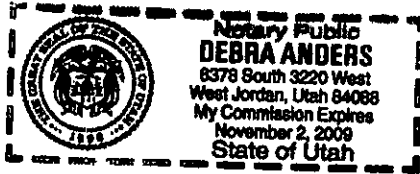
*David B Rusch*  
NOTARY PUBLIC

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

On this 1<sup>st</sup> day of May, 2006, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared ~~each of the above~~ David Irwin John Aldous ~~referenced individuals~~, as members of the Board of Directors of the Crofter's Cove Homeowners' Association, Inc., and as officers of said Association, and acknowledged that they executed this instrument as their free and voluntary act and deed.

Debra Anders  
NOTARY PUBLIC

SEAL:



**EXHIBIT "A"****Parcel 1**

Beginning at the Southeast corner of Crofter's Cove Phase 3A - a Cluster Subdivision, said point also being N00°09'33"E 1040.06 feet along the section line and East 351.76 feet from the South Quarter corner of Section 8, Township 4 North, Range 2 West, Salt Lake Base and Meridian; and running thence N00°06'11"E 85.00 feet; thence North 161.30 feet; thence N08°14'58"E 159.72 feet; thence N65°41'58"E 117.13 feet; thence S57°07'13"E 118.23 feet; thence S32°48'48"E 89.86 feet; thence S01°06'50"E 168.40 feet; thence S06°43'12"E 60.43 feet; thence S00°06'11"W 85.00 feet; thence N89°53'49"W 288.00 feet to the point of beginning.

To be know as Crofter's Cove Subdivision - Phase 3B

**Parcel 2**

Beginning at the Northwest corner of Crofter's Cove Phase 3A - a Cluster Subdivision, said point also being N00°09'33"E 1455.74 feet along the section line and East 97.44 feet from the South Quarter corner of Section 8, Township 4 North, Range 2 West, Salt Lake Base and Meridian; and running thence N58°55'38"W 82.97 feet; thence N75°44'47"W 63.82 feet; thence N03°56'12"W 86.28 feet; thence N03°02'29"E 130.81 feet; thence N05°21'04"E 60.01 feet; thence N06°29'23"E 142.87 feet; thence S83°37'15"E 330.49 feet; thence S53°32'09"E 87.19 feet; thence N87°29'31"E 190.61 feet; thence S34°43'33"E 40.18 feet; thence S36°28'00"W 112.41 feet; thence S21°16'53"W 80.00 feet; thence S14°39'04"W 60.46 feet; thence S22°15'25"W 80.00 feet; thence S37°43'45"E 37.11 feet; thence S65°41'58"W 117.13 feet; thence N60°44'55"W 171.26 feet; thence S60°16'59"W 146.01 feet to the point of beginning.

To be know as Crofter's Cove Subdivision - Phase 4

**Parcel 3**

Beginning at the Southeast corner of Crofter's Cove Phase 3B - a Cluster Subdivision, said point also being N00°09'33"E 1039.55 feet along the section line and East 639.76 feet from the South Quarter corner of Section 8, Township 4 North, Range 2 West, Salt Lake Base and Meridian; and running thence N00°06'11"E 85.00 feet; thence N06°43'12"W 60.43 feet; thence N01°06'50"W 168.40 feet; thence N32°48'48"W 89.86 feet; thence N57°07'13"W 118.23 feet; thence N37°43'45"W 37.11 feet; thence N22°15'25"E 80.00 feet; thence N14°39'04"E 60.46 feet; thence N21°16'53"E 80.00 feet; thence N36°28'00"E 112.41 feet; thence S34°43'34"E 110.70 feet; thence S69°01'32"E 132.78 feet; thence S63°44'47"E 128.75 feet; thence S01°02'52"E 585.05 feet; thence N89°53'49"W 273.76 feet to the point of beginning.

To be known as Crofter's Cove - Phase 5

Situated in DAVIS County

Parcel Identification Number: 12-047-0184

12-047-0187<sup>1</sup>

## EXHIBIT "B"

Lots 201 through 230, inclusive, Crofter's Cove Phase 2 - a Cluster Subdivision, Syracuse City, Davis County, Utah.

12-607-0201 through 0230