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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
01/31/2012 10:54 AM  
FEE \$94.00 Pgs: 5  
DEP RTT REC'D FOR CENTERVILLE CITY

WHEN RECORDED RETURN TO:  
Centerville City Corporation  
250 North Main  
Centerville, Utah 84014-1824

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

*02-223-0001 thru 0061* FOR  
*02-235-0025 -> 0040* FLORENTINE TOWNS AMENDED NO. 2, *D*

This Amendment to Declaration of Covenants, Conditions, and Restrictions for Florentine Towns Amended No. 2, (the "Declaration") is made and executed by Ivory Development, LLC, of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Declarant").

**RECITALS**

Whereas, the Declaration of Covenants, Conditions, and Restrictions for Florentine Towns was recorded in the Office of the County Recorder of Davis County, Utah on October 23, 2007 as Entry No. 2315420 in Book 4394 at Pages 317-377 of the Official Records (the "Declaration").

Whereas, the related Plat Map has also been recorded in the Office of the County Recorder of Davis County, Utah.

Whereas, under Section 43 of the Declaration, Declarant reserved the unilateral right to amend the Declaration.

Whereas, Declarant now intends to amend the Declaration to reduce the total number of lots by one (1) and to add some language regarding maintenance of the yards and common area.

Whereas, this Amendment affects the real property located in Davis County, Utah described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference.

**AMENDMENT**

NOW, THEREFORE, for the reasons recited above, and for the benefit of the subdivision and Owners, Declarant hereby amends the Declaration as follows:

1. Article III, Section 1 of the Declaration is hereby amended to read as follows:

1. Description of Improvements. The significant improvements contained in the Florentine Towns subdivision include or will include up to fifty-nine (59) residential Lots, consisting of 5-plexes, 4-plexes and 2-plexes, and certain Common Area and Facilities. The Florentine Towns subdivision may also contain other improvements of a less significant nature. The location and configuration of the improvements referred to in the foregoing sentences are depicted on the Plat Map.

2. Article III, Section 27 of the Declaration is hereby amended to read as follows:

27. The Maintenance Responsibility of the Association.

a. The (i) Common Area and Facilities and (ii) the Limited Common Area shall be the maintenance responsibility of the Association.<sup>1</sup>

b. Pursuant to City Ordinances and development approval for the Project, in the event the Association does not maintain the Common Area and Limited Common Area described in subparagraph (a) above, as approved by the City, the City may, but is not obligated to, perform any required maintenance and may thereafter recover all costs incident to performing the required maintenance from the Association and/or each of its members.

1) Written notice to all Association members and to the City shall be provided no less than sixty (60) days prior to any proposed transfer of any Common Area or Facilities, or the assumption of maintenance obligation for Common Area.

2) No such transfer or assumption shall be effective unless and until approved by the City in writing, which approval shall not be unreasonably withheld so long as it is consistent with the provisions of City Ordinances and applicable law.

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<sup>1</sup> For example and by way of illustration but not limitation Limited Common Area is identified by hatching on the Amended Plat Map for Lots 25-40 of Florentine Towns, Amended Florentine Towns Lots 1 & 2 with the Surveyor's note: "Fenced Area With Gate To Be Maintained by HOA."

3. Section 6.03 of the Bylaws is hereby amended to read as follows:

Section 6.03 Term. Each officer of the Association shall hold office for two (2) years, unless he or she shall sooner resign or shall be removed or otherwise disqualified to serve.

4. Section 8.02 of the Bylaws is hereby amended to read as follows:

Section 8.02 Signatures. The Management Committee shall determine who must sign checks, drafts, contracts, and legally binding agreements.

5. Section 8.03 of the Bylaws is hereby amended to read as follows:

Section 8.03 Bookkeeping. The accounting and financial statements for the Association must be kept and prepared by either the property manager or an independent bookkeeper or accountant, who may not be a member of the Management Committee or an officer of the Association. Periodic financials will be made available to Owners upon request. Year end financials will be made available to the Owners.

6. Article III, Section 39.5.2 of the Declaration is hereby amended to read as follows:

Coverage "A" Building (as that term is defined by the standard homeowners insurance policy) **A COVERAGE "A" BUILDING POLICY IN THE AMOUNT OF AT LEAST \$100,000.00.** This means that each Owner of a unit or residence must insure the exterior and structure of his or her building.

7. Conflict. In the event of any conflict, inconsistency, or incongruity between the provisions of the Declaration and the provisions this Amendment, the latter shall in all instances govern and control:

8. Severance. If any provision of this Amendment is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Amendment will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Amendment will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Amendment. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Amendment, a provision as similar in terms to



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**FLORENTINE TOWNS**

All that land in the State of Utah, County of Davis, City of Centerville, being part of the Southwest Quarter of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, also being part of Lot 4 and Lot 3, of Block 21, BIG CREEK PLAT, CENTERVILLE TOWNSITE, more particularly described as follows:

Beginning at a point N00°05'53"W 1269.18 feet along the Section Line and West 7.07 feet from the South Quarter Corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian; and running thence S00°09'00"E 306.80 feet to the extension of the Northerly Boundary Line of Florentine Villas Subdivision; thence S89°52'36"W 427.51 feet along the said extension and Northerly Boundary Line to the Northwest Corner of Lot 44 of said Florentine Villas Subdivision; thence S00°09'00"E 136.63 feet to the Northeast Corner of Lot 35 of said Florentine Villas Subdivision; thence S89°52'36"W 442.75 feet along the Northerly Boundary Line of said Florentine Villas Subdivision and the Northerly Boundary Line of Second Amendment of Lot "A" of Florentine Villas Subdivision to the Easterly Right-of-Way Line of 400 West; thence N00°04'53"W 443.43 feet along said Easterly Right-of-Way Line to the Southerly Boundary Line of the Centerville Wal-mart; thence, along said Southerly Boundary Line, N89°52'36"E 869.73 feet to the point of beginning.

Contains 7.515 acres