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EDGEMONT TOWNHOUSES OWNERS ASSN.
a Utah Corporation

Just Kelly
JAN 6 11 17 AM '87

AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

To

FILED AND RECORDED FOR

Dated:

Recorded:

Whom It May Concern

*Edgemont Town House
Owners Assoc.*

Book _____ of Records, Page _____

EDGEMONT SUBDIVISION, A Planned Unit Development

THIS AMENDED DECLARATION, made on the date hereinafter set forth by the Board of Directors of Edgemont Townhouses Owners Assn., a Utah corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the Board of Directors of Edgemont Townhouses Owners Assn. certain property in Ogden City, County of Weber, State of Utah, which is more particular described as:

A part of the Southeast Quarter of Section 15, Township 6 North, Range 1 West, Salt Lake Meridian, U.S. Survey: BEGINNING at a point 173 feet North and 10 feet East of the Southwest corner of said Quarter Section and running thence South 89 degrees 53' East 120 feet; thence South 0 degrees 31'10" West 140 feet; thence South 89 degrees 53' East 60 feet; thence North 0 degrees 31'10" East 142 feet; thence to the left along the arc of a 351.16 foot radius curve, chord bearing North 5 degrees 41'02" West 75.89 feet; thence to the right along arc of a 291.16 foot radius curve, the chord bearing North 5 degrees 41'02" West 52.93 feet; thence North 0 degrees 31'10" East 380.77 feet; thence South 89 degrees 28'50" East 128.85 feet to the Westerly line of Skyline Drive; thence Northerly along West line of Skyline Drive the following two courses, North 8 degrees 42' West 179.03 feet, and along a 810.0 foot radius curve to the right 143.83 feet to the Southeast corner of Colonial Hills Subdivision No. 1; thence North 89 degrees 28'50" West 254.83 feet to a point 10 feet East from the Quarter Section line; thence South 0 degrees 31'10" West 125.0 feet; thence North 89 degrees 28'50" West 126.71 feet; thence South 3 degrees 28'50" East 60.15 feet; thence South 89 degrees 28'50" East 103.05 feet; thence South 0 degrees 31'10" West 105.0 feet; thence South 89 degrees 28'50" East 19.45 feet; thence South 0 degrees 31'10" West 552.0 feet to the point of beginning.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to EDGEMONT TOWNHOUSES OWNERS ASSN., its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties.

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SECTION 3. "Properties" shall mean and refer to that certain real property hereinafore described, and such additions thereto as may hereafter be brought with the jurisdiction of the Association.

SECTION 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association and is all the property described on the preceding page excepting however Lots 1 through 34, inclusive, Edgemont Subdivision and includes private street, parking areas, playgrounds, open areas, the common areas and facilities set forth as such on the subdivision plat, and all other parts of the property necessary or convenient to the existence, maintenance and safety of the common area, or normally in common use.

SECTION 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Areas.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against the Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of all members holding voting rights pursuant to Article II, Section 1. (b) agreeing to such dedication or transfer has been recorded.

SECTION 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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ARTICLE IV

BOARD OF DIRECTORS

Unless otherwise specifically provided for in the Amended Declaration of Covenants, Conditions and Restrictions, the day-to-day business affairs of the Association shall be accomplished by and be the responsibility of the Board of Directors (hereinafter "Board")

SECTION 1. Establishment. The Board shall consist of Association members whose voting rights have not been suspended as hereinafter provided. The number of directors shall not be less than three (3) nor more than five (5). Each Association member having voting rights shall be entitled to one vote at such time of an election of a director.

SECTION 2. Quorum and Majority Vote. The number constituting a quorum of the Board shall be a majority of the directors which exist at any given time. Any action required or authorized to be taken by the Board shall require a majority vote.

SECTION 3. Vacancies. Any vacancy in the Board or any increase in the size of the Board shall be accomplished as follows:

(a) The then existing Board shall notify all owners of the existence of a vacancy.

(b) Each member desiring to become a director shall submit within two weeks of the aforesaid notice, his/her name, or the name of any other member having voting rights, which name shall be placed on a ballot specifically prepared for this purpose.

(c) Subsequent to the submission of names, each member having voting rights shall be allowed one vote for the director of his/her choice. A member receiving a plurality of the votes shall become director and thereafter assume the duties and responsibilities thereof.

SECTION 4. Removal. Any Board member may be removed from his/her position as director by a 2/3 majority vote of Association members having voting rights at a special ballot or meeting called for this purpose.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the Properties. The annual assessment may be increased each year not more than 3% above the assessment for the previous year by the Board without a vote of the membership. The annual assessment may be increased above 3% by a vote of two-thirds (2/3) of members having voting rights pursuant to Article II, Section 1.(b) who are voting in person or by proxy, at a meeting duly called for this purpose or by certified mail ballot.

SECTION 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members having voting rights pursuant to Article II, Section 1.(b) who are voting in person or by proxy at a meeting duly called for this purpose or by certified mail ballot. The due dates for payment of such special assessments shall be established by the Board.

SECTION 4. Notice and Quorum for Any Action Authorized Under Sections 2 and 3. Written notice of any meeting called or any certified mail ballot scheduled for the purpose of taking any action authorized under Section 2 or 3 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting or mail ballot. If a meeting is called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of membership holding voting rights shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and will be collected on a monthly basis on the first day of each month.

SECTION 6. Due Date of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the end of the calendar year. The annual assessment may be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot according to Section 2 procedures. Written notice of any change in annual assessment shall be sent to every owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

SECTION 7. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

SECTION 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide maintenance upon each lot which is subject to assessment hereunder, as follows; paint,

repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass and walks. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE VII

PARTY WALLS

SECTION 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

SECTION 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.

SECTION 5. Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

SECTION 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX

GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75%) percent of the Lot owners holding voting rights pursuant to Article II, Section 1.(b). Any amendment must be recorded. All amendments to this Declaration shall be consistent with the ordinances of Ogden City and Utah State Law applicable thereto in effect at the time the amendment is made.

SECTION 4. Annexation. Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of members holding voting rights.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 25th day of July, 1986.

EDGEMONT TOWNHOUSES OWNERS ASSN. BOARD OF DIRECTORS

Robert L. Porter
Robert Porter, Chairman

Doug Yonemura

Doug Yonemura, Board Member

Barbara Keller

Barbara Keller, Board Member

Sherren O'Toole

Sherren O'Toole, Board Member

Johanna Winward

Johanna Winward, Board Member

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