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LuAnn Adams - Filed By mm
Box Elder Co., UT
For CENTENNIAL TITLE INS AGENCY INC

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0020

AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR
THREE MILE CREEK ESTATES
A CLUSTER HOUSING DEVELOPMENT SUBDIVISION

THIS AMENDMENT TO THE DECLARATION, made this 6 day of
MAY, 2003, by Three Mile Creek Estates Owner's Association.

1. The Declaration refers to certain property in the County of Box Elder, State of Utah, which is more particularly described as follows:

A part of the Northeast Quarter of Section 2, Township 8 North, Range 2 West, Salt Lake Base and Meridian, described as: Commencing at the Southerly property corner of Lot 30, Three Mile Creek Subdivision, No. 2 located South 00 degrees 00' 00" West along the East line of said Section 1,965.65 feet and North 90 degrees 00' 00" West 1,697.68 feet from the Northeast Corner of said Section; and running thence along said subdivision line the following three courses: (1) North 49 degrees 43' 42" East 140.97 feet; (2) North 19 degrees 54' 01" West 117.64 feet; (3) North 21 degrees 08' 28" West 73.23 feet; thence to the left along the arc of a 225.00 foot radius curve a distance of 273.94 feet, Chord bears North 73 degrees 59' 59" East 257.33 feet to the Southeast corner of Lot 28 of said subdivision; thence along the Southeasterly boundary line of said subdivision the following three courses: (1) South 50 degrees 52' 46" East 60.00 feet; (2) thence to the left along the arc of a 285.00 foot radius curve a distance of 17.26 feet, Chord bears North 37 degrees 23' 07" East 17.26 feet; (3)

North 35 degrees 39' 00" East 187.08 feet to a point North 35 degrees 39' 00" East 15.00 feet from the Southwesterly corner of Lot 2, Block 5, Valley Hie Subdivision, Plat 2, amended; thence South 54 degrees 21' 00" East 115.18 feet to the boundary line of said Valley Hie Subdivision, Plat 2 amended; thence along said boundary line the following four (4) courses: (1) North 48 degrees 38' 43" East 87.23 feet; (2) South 54 degrees 21' 00" East 165.20 feet; (3) North 35 degrees 39' 00" East 45.00 feet; (4) South 54 degrees 21' 00" East 30.00 feet; thence South 35 degrees 39' 00" West 320.90 feet; thence to the left along the arc of a 270.00 foot radius curve a distance of 84.60 feet, Chord bears South 26 degrees 40' 25" West 84.25 feet; thence South 17 degrees 41' 50" West 150.04 feet; thence North 72 degrees 18' 10" West 116.60 feet; thence to the left along the arc of a 120.00 foot radius curve a distance of 76.33 feet, Chord bears South 89 degrees 28' 28" West 75.05 feet; thence South 71 degrees 15' 05" West 287.59 feet; thence to the right along the arc of a 180.00 foot radius curve a distance of 16.20 feet, Chord bears South 73 degrees 49' 47" West 16.20 feet; thence North 18 degrees 44' 55" West 167.93 feet to the point of beginning. Containing 6.19 acres.

NOW KNOWN AS LOTS 1-20, THREE MILE CREEK ESTATES, TOGETHER WITH ALL COMMON AREAS OF THREE MILE CREEK ESTATES.

2. The Declaration, at Article XIII, Sections 1., 2. and 3. is amended to read:

ARTICLE XIII

Insurance

Section 1. Insurance Obligations of the Association. The Association shall insure each entire Dwelling Unit, including the structural portions of the Dwelling Unit, against loss or damage by fire or by any other casualty, under the standard form of extended endorsement and broad form now in use in the State of Utah or under such other insurance as may be required by any mortgagee of the residence. All such insurance shall be for the full replacement value of the Dwelling Unit and for the benefit of the Owner.

Each Dwelling Owner is responsible for ensuring adequate insurance coverage. The Association will periodically obtain building replacement estimates from a qualified contractor to ensure sufficient coverage. In the event of damage or destruction to the Dwelling Units, insurance claim proceeds will be used exclusively for the repair or reconstruction of the property for which the insurance was carried. If insurance proceeds are inadequate for total repair or reconstruction, it is the Dwelling Owner's responsibility to restore the Unit to its former condition.

Section 2. Common Area. The Association shall keep all buildings, improvements and all fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association and the Owner as beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of and proceeds shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Assessments made by the Association.

Section 3. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area facilities or other improvements in the Properties insured by the Association, the Association shall repair or replace the same from the insurance proceeds available, subject to provisions of Article XII of this Declaration. If such insurance proceeds are insufficient to cover the costs of such repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Assessments made against such Lot Owner in accordance with the provisions of Article VI, Section 5 of this Declaration.

3. All other provisions of the Declaration not amended hereby shall remain the same.

IN WITNESS WHEREOF, the Association has executed this Amendment the day and year first above written.

THREE MILE CREEK ESTATES
OWNERS' ASSOCIATION

By: Penny Isabel Kapp
President

STATE OF UTAH)
 : ss.
COUNTY OF BOX ELDER)

On the 6 day of MAY, 2003, personally appeared before me PENNY ISABEL KAPP, who being by me duly sworn did say that (s)he is the President of the THREE MILE CREEK ESTATES OWNERS' ASSOCIATION, a Utah corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and she, duly acknowledged to me that said corporation executed the same.

Richard Vaughn
NOTARY PUBLIC

