

SECOND AMENDMENT TO DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

OF

COTTONWOOD GROVE CONDOMINIUMS

6125940
7/25/95 1:28 PM 59.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
JAMES R BLAKESLEY
REC BY: S WEST DEPUTY - WI

7-25-95

This Amendment is made and executed this 7 day of July, 1995, by the COTTONWOOD GROVE HOMEOWNERS ASSOCIATION (hereinafter referred to as the "Association").

RECITALS

A. Declaration. The original Declaration of Covenants, Conditions and Restrictions was recorded December 18, 1978, as Entry No. 3212463, in Book 4787, at Page 1270 of the official records of Salt Lake County, Utah (hereinafter referred to as the "Declaration"). An Amendment to Declaration of Covenants, Conditions and Restrictions of the Cottonwood Grove Condominiums was recorded April 4, 1994, as Entry No. 5783589, in Book 6909, at Page 2752 of the official records of Salt Lake County, Utah (hereinafter referred to as the "Amended Declaration").

B. Property Description. This Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Cottonwood Grove Condominiums (the "Second Amended Declaration") affects that certain real property located in Salt Lake County, Utah described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference.

C. Control. The control, operation and management of Cottonwood Grove Condominiums has been transferred by the original Developer to the Association.

D. Intent. The Association desires by this Second Amended Declaration to modify Article X of the Declaration, which is deleted in its entirety, Article XVII, Section I of the Declaration, and Article XII, Section I of the By-Laws.

E. Voting Requirements. All of the voting requirements of the Declaration have been satisfied and the proposed Second Amended Declaration has been approved by at least 75% of the undivided percentage of ownership interest at Cottonwood Grove.

NOW, THEREFORE, for reasons set forth above, the Association hereby amends the Declaration as follows:

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BR 7191 PG 2542

AMENDMENT TO ARTICLE X

The language of Article X is deleted in its entirety and the following language is substituted in lieu thereof:

Section I: Area of Common Responsibility:

1. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of:

a. all portions of the Common Area which contribute to the support of any building or Unit, including but not limited to all exterior walls, structural slabs, roofs, and load bearing columns, but excluding all interior wall, floor and ceiling surfaces of any Unit.

b. all main water lines and pipes supplying water to or removing water from the buildings; and all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be contained within a Unit but are part of a common scheme or system; excluding all individual pipes and lines supplying water to or removing water from a particular Unit, and all fixtures, appliances and personal property servicing exclusively a single Unit.

c. all damage incidental to Common Area repairs made by the Association.

2. The Association shall:

a. cause the common area, buildings, appurtenances and grounds of the Project to be maintained according to Community Standards, including but not limited to landscaping, lawn care, exterior cleaning, exterior painting, plumbing, carpentry, and such other normal maintenance and repair work as may be necessary;

b. enter into contracts for utility and other necessary services, including but not limited to sewer, water, exterior power and garbage collection; and acquire such equipment, tools, appliances, materials and supplies as are necessary to maintain the Project in accordance with Community Standards;

c. purchase and maintain adequate insurance to protect itself, its members and mortgagees holding mortgages covering the Units, as their respective interests may appear (or as required by law), including but not limited to public liability insurance, property insurance, directors and officers insurance, fidelity bonds, workmen's compensation and unemployment insurance, where appropriate.

BK 7191 pg 2543

For purposes of this section, the term "Community Standards" shall mean standards consistent with other first class subdivisions in Salt Lake County, Utah.

Section II: Area of Personal Responsibility.

1. Each Unit Owner shall be responsible to:

a. maintain, repair and replace, at his expense, the Unit in a safe, clean, sanitary and attractive condition in accordance with Community Standards. This includes but is not limited to the maintenance, repair and replacement of all individual pipes and lines supplying water to or removing water from a particular unit, and all exterior, interior and glass doors, and windows; provided, however, all exterior windows and doors must be approved by the Board of Directors, of uniform appearance, quality and construction.

b. report promptly to the Committee any defects or dangerous conditions in, on or about the Common Area;

c. not do anything which would impair the structural integrity of the Common Area or impair the value of the other Units in the Project.

d. repair of any damage to Common Area caused by him, his family, tenants, guests or invitees.

2. If the Committee determines that (i) any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of any Area of Personal Responsibility for which he is responsible hereunder; or (ii) that the need for maintenance, repair, or replacement of the Common Area is caused through the willful or negligent act of any Owner, his family, guests, lessees, or invitees, and it is not covered or paid by insurance, in whole or in part, then the Association may, but is not obligated to, provide such maintenance, repair or replacement at the Owner's sole cost and expense. Such costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Unit, as provided below.

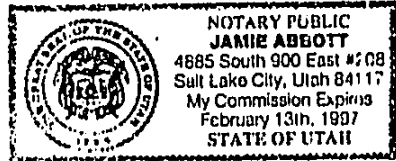
3. Except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide necessary maintenance, repair, or replacement at Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Committee. The Owner shall have ten (10) days thereafter within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence the repair within ten (10) days.

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me being duly sworn, did say that they are the President and Secretary of the COTTONWOOD GROVE HOMEOWNERS ASSOCIATION, 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 said Wendell Taylor and Theresa Hebert duly acknowledged to me that said Corporation executed the same.

Janie Abbott
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires:
2-13-97



BK 7 | 9 | PG 2546

EXHIBIT "A"

LEGAL DESCRIPTION

Beginning at a point which is North 79°11'05" West 434.53 feet to an existing survey monument and South 89°56'15" West 1085.05 feet from the East quarter corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 3°00' East 315.05 feet; thence North 85°29'52" West 309.59 feet; thence North 0°03'20" East 290.00 feet; thence North 89°56'15" East 291.86 feet to the point of beginning.

Containing 78,954.10 square feet
(1.813 Acres) Net.

POOR COPY
CO. RECORDER

BK 719 | PG 2547