

10048666
3/28/2007 3:28:00 PM \$81.00
Book - 9441 Pg - 6808-6815
Gary W. Ott
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 8 P.

WHEN RECORDED RETURN TO:
James R. Blakesley
Attorney at Law
1305 N. Commerce Dr., Suite 230
Saratoga Springs, Utah 84045
(801) 766-1968

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS, AND RESERVATION OF EASEMENT FOR TRAVERSE
CHATEAUX, A UTAH PLANNED UNIT DEVELOPMENT**

This First Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easement for Traverse Chateaux, a Utah planned unit development is made and executed by the Traverse Chateaux Homeowners Association, Inc., a Utah non-profit corporation, of 11254 Eagle View Drive, Sandy, Utah 84092 (the "Association").

RECITALS

- A. The original Declaration of Covenants, Conditions and Restrictions, and Reservation of Easement for Traverse Chateaux, a Utah planned unit development, was recorded on September 2, 2005 as Entry No. 9480410 in Book 9183 at Pages 4935-5002 of the official records of the County Recorder of Salt Lake County, Utah (the "Declaration").
- B. A Record of Survey Map has also been recorded of the Office of the County Recorder of Salt Lake County, Utah.
- C. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference.
- D. The undersigned certifies that all of the voting requirements to amend the Declaration, set forth in Article III, Section 46 of the Declaration, have been satisfied.
- E. The Declarant desires to amend the "Insurance" provisions set forth in Article III, Section 37 of the Declaration.

AMENDMENT

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners thereof, the Declarant hereby executes this First Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easement for Traverse Chateaux, a Utah planned unit development for and in behalf of all of the Owners.

1. **Priority.** In the event of any conflict, incongruity or inconsistency between the provisions of this amendment and the original Declaration as amended, the former shall in all respects govern and

control.

2. **Amendment.** The provisions of Article III, Section 37 of the Declaration entitled "Insurance" are hereby deleted in its entirety and the following provisions are substituted in lieu thereof:

37. **Insurance.** The Management Committee may adopt General Insurance House Rules, Policies and Procedures intended as a guide for owners and residents in order to maintain the insurability of the project, keep the insurance premium reasonable, and enforce the maintenance responsibilities of the individual owners.

(a) **Insurance Obligation of the Association.** The Association shall obtain the following insurance coverage (collectively, "Association Master Policy"):

(1) **Public Liability.** Public liability coverage for the Common Areas and Facilities;

(2) **Common Area and Facilities.** Property, fire and extended hazard coverage for all Common Areas and Facilities;

(3) **Buildings.** Property, fire and extended hazard coverage for all Buildings that contain more than one Lot or Unit (hereinafter "Dwelling Unit"), including any improvement which is a permanent part of a Building;

(4) **Dwelling Units.** Property, fire and extended hazard coverage for all Dwelling Units, including any improvement which is a permanent part of a Unit. For use herein the insurance required shall cover at least the interior Dwelling Unit boundaries, to wit: The horizontal boundaries extend to the intersection with the vertical boundaries. Each Unit's lower boundary shall be a plane coinciding with the top of the concrete slab below the Unit's floor and each Unit's upper boundary shall be a plane coinciding with the top the Unit's ceiling. The vertical boundaries extend to the intersection with each other and with the horizontal boundaries. Each Unit's vertical boundaries shall be its perimetric walls. This includes by way of illustration but not limitation the sheetrock, drywall or plaster, windows and window frames; doors; stairwell; appliances; mechanical equipment and appurtenances located within any one Dwelling Unit or located outside said Dwelling Unit but designated and designed to serve only that unit; plumbing-including all pipes, wires, conduits, or other public utility lines or installations constituting a part of the Dwelling Unit and serving only that Dwelling Unit including sewer, water main that enters the property and pipes within the home; electrical receptacles and outlets, air conditioning and compressors and other air

cooling apparatus, boilers, water heaters and water softeners; cabinets, fixtures, lighting, sinks, tubs, counters, countertops and islands, hardware; all decorated (affixed) interiors and surfaces of interior structural walls, floor coverings, ceilings and trim, consisting of wallpaper, paint, wood floors, carpeting and tile; patio porch, or deck, along with any covering of said patio, porch or deck; interior of garage, storage and any other areas which shall pass with the title to the Dwelling Unit with which is associated and any Limited Common Area and facilities that are reserved for the use of the individual Unit

(5) **D&O.** Directors and officers coverage;

(6) **Fidelity Bond.** A fidelity bond; and

(7) **Earthquake Insurance.** With the affirmative express written consent of at least 75% of the Owners, earthquake insurance.

The Association Master Policy **DOES NOT** cover the contents or the personal property in the Dwelling Unit or belonging to the Owner or renter (as defined below), or personal liability. The Association **IS NOT REQUIRED** to cover loss of business, rents or rental income although it expressly reserves the right to obtain such and other coverage for its benefit.

(b) **Minimum Amount of Insurance Coverage.** The limits of each liability insurance policy purchased for the Association shall be in an amount not less than \$2,000,000.00 per occurrence and \$1,000,000.00 per person for bodily injury, death, and property damage. This amount may be increased or decreased unilaterally by the Management Committee upon a written recommendation for its insurance agent without amending the Declaration.

(c) **Premium a Common Expense.** The premiums for insurance coverage and the fidelity bond are to be considered a Common Expense.

(d) **Insurance Obligation of Owner.** The foregoing obligation and right of the Association to purchase insurance coverage **DOES NOT** preclude the right or negate the obligation of each Owner to insure his own Dwelling Unit for his benefit. **EACH OWNER SHALL OBTAIN AT LEAST THE FOLLOWING INSURANCE COVERAGE** (collectively, "Owner Policy"):

(1) **Public Liability Insurance. PUBLIC LIABILITY COVERAGE FOR HIS DWELLING UNIT. THE LIMITS OF HIS PUBLIC LIABILITY INSURANCE POLICY SHALL BE IN AN AMOUNT NOT LESS THAN \$500,000.00 FOR BODILY INJURY, DEATH, AND PROPERTY DAMAGE.** This amount may be increased or decreased unilaterally by the Management Committee upon a written recommendation for its insurance agent without amending the Declaration.

Coverage "A"

(2) **Building. A COVERAGE "A" BUILDING POLICY IN THE MINIMUM AMOUNT OF \$25,000.00 IS REQUIRED TO COVER ANY AND ALL "SMALL" PROPERTY, FIRE AND EXTENDED HAZARD CLAIMS IS REQUIRED BY THE ASSOCIATION AND MUST BE ADDED TO EACH OWNER'S INDIVIDUAL UNIT OWNER POLICY (the "SMALL CLAIM COVERAGE").** This amount may be increased or decreased unilaterally by the Management Committee upon a written recommendation for its insurance agent without amending the Declaration.

NOTE: THE "SMALL CLAIM COVERAGE" AMOUNT IS INTENDED ONLY TO PROTECT THE ASSOCIATION AGAINST "MULTIPLE" SMALL CLAIMS BY OWNERS WHICH MAY INCREASE THE PREMIUM FOR THE MASTER ASSOCIATION POLICY OR THREATEN CANCELLATION OF INSURANCE. EACH OWNER IS ENCOURAGED TO SPEAK WITH HIS INDEPENDENT INSURANCE AGENT BEFORE DETERMINING THE AMOUNT OF THIS "SMALL CLAIM COVERAGE."

(3) **Insurance of Contents and Lost Rents.** The Owner is responsible to insure the contents of his Dwelling Unit and lost business, rents or rental income. For use herein the term "contents" shall mean and refer to in the broadest possible sense all furniture, furnishings, appliances, accessories, dining and cooking ware, televisions, stereo equipment, electronic equipment and systems, computers, art, table lamps, linens, blankets, quilts, rugs, lost business, rents, income and profits, personal items not specified in the original design and specifications, and all personal property, belongings and effects in the Dwelling Unit, Building or Common Area and Facilities not covered by the Master Association Policy.

(4) **Premium Is An Individual Expense.** The insurance premium on the Owner Policy shall be an Individual Expense.

(5) **Maintenance of Coverage.** The Owner shall obtain and keep in full force and effect at all times the required insurance coverage provided by companies duly authorized to do business in Utah.

(6) **Not a Limitation.** The provisions of this subsection shall not be construed to limit the power or authority of the Owner to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as he may deem appropriate.

(7) **Name Association as "Additional Insured."** Each Owner Policy shall name the Association as an "Additional Insured."

(8) **Certificate of Insurance.** Each Unit Owner shall provide the Association with a "Certificate of Insurance" upon request.

(e) **Unit Owner's Default.** If a Unit Owner fails to obtain his Unit Owner Policy or fails to provide a Certificate of Insurance within three (3) days of a request, and fails to remedy a default within ten (10) days of written notice, the Association may but is not obligated to purchase the required insurance and treat the cost as an Individual Expense. Anything to the contrary notwithstanding, if a Unit Owner fails to obtain his Unit Owner Policy he shall be personally responsible to pay any deductible on the Master Association Policy.

(f) **Payment of Deductible.** It is presumed that the claimant is responsible to pay the deductible; provided, however, the deductible on a claim made against the Association Master Policy shall be paid for by the party (i) who would be liable for the loss, damage, claim, or repair in the absence of insurance or (ii) from whose Dwelling Unit the causal event originates. In the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party's responsibility bears to the total. If a loss is caused by an act of God or nature or by an element, risk or peril beyond the control of the parties, then the Owner shall be responsible for the deductible. It is the intent of the Declarant to have the Association obtain property, fire and extended hazard insurance with a \$5,000.00 deductible. This amount may be increased or decreased unilaterally by the Management Committee upon a written recommendation for its insurance agent without amending the Declaration. Each Owner is encouraged to purchase insurance to cover the cost of the deductible.

(g) **Damages.** Each Owner is responsible for the maintenance of his Dwelling Unit and for the repair of any damage he causes to another Dwelling Unit or the Common Area and Facilities.

(h) **Validity of Document.** If any term, part or provision of this document is ruled by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Utah, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the document did not contain such term, part or provision.

(i) **Right to Adjust Claims.** The Association has the right, power and authority to adjust claims.

(j) **Use of Insurance Proceeds and Repairs.** Repair of damage shall be completed within a reasonable time and insurance proceeds shall be used to repair the covered damage.

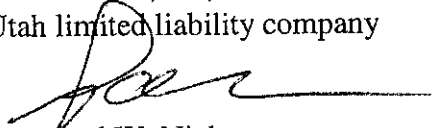
(k) **Quality of Insurance Company.** The Association and Owners agree to and shall use a responsible insurance company or companies duly qualified and licensed in the State of Utah.

(l) **Primary Coverage.** It is the intent of the Declarant that in the event of duplicate coverage of a claim that the Owner Policy (Coverage A Building) described in subsection (d)(2) above provide **PRIMARY** coverage and that the Association Master Policy described in subsection (a)(3) above provide **SECONDARY** coverage.

3. **Effective Date.** The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

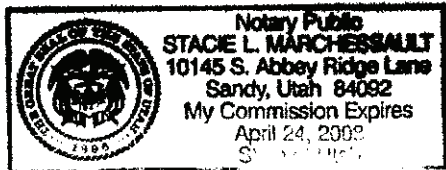
IN WITNESS WHEREOF, Declarant has executed this instrument the 28th day of March, 2007.

DECLARANT:
Garden South I, LC,
A Utah limited liability company

By: 
Name: Paul W. Nielsen
Title: Managing Member

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

On the 28th day of March, 2007, personally appeared before me Paul W. Nielsen, who by me being duly sworn, did say that he is the Managing Member of Garden South I, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said company pursuant to the resolution of its Members or its Articles of Organization and said Paul W. Nielsen duly acknowledged to me that said company executed the same.





Notary Public
Residing at Sandy, UT

EXHIBIT "A"

LEGAL DESCRIPTION
TRAVERSE CHATEAUX

The land referred to in the foregoing document is located in Salt Lake County, Utah and described more particularly as follows:

Lots 1-57, and COMMON AREAS, TRAVERSE CHATEAUX, PHASE A, AMENDED, according to the plat thereof as recorded in the office of the SALT LAKE County Recorder.

Tax Parcel Numbers:

34-07-328-034, 34-07-328-033, 34-07-328-032, 34-07-328-031, 34-07-328-030,
34-07-328-029, 34-07-328-007, 34-07-328-006, 34-07-328-005, 34-07-328-008,
34-07-328-009, 34-07-328-010, 34-07-328-011, 34-07-328-012, 34-07-328-013,
34-07-328-014, 34-07-328-015, 34-07-328-016, 34-07-332-001, 34-07-332-002,
34-07-332-003, 34-07-332-004, 34-07-332-005, 34-07-332-006, 34-07-332-007,
34-07-332-008, 34-07-408-001, 34-07-408-002, 34-07-408-003, 34-07-408-004,
34-07-408-005, 34-07-408-006, 34-07-408-007, 34-07-408-008, 34-07-408-009,
34-07-408-010, 34-07-402-014, 34-07-402-013, 34-07-402-012, 34-07-402-011,
34-07-402-010, 34-07-402-009, 34-07-402-008, 34-07-402-007, 34-07-402-006,
34-07-402-005, 34-07-328-028, 34-07-328-027, 34-07-328-026, 34-07-328-025,
34-07-328-024, 34-07-328-023, 34-07-328-022, 34-07-328-021, 34-07-328-020,
34-07-328-019, 34-07-328-018, 34-07-328-035, 34-07-328-040, 34-07-328-017

