

After Recording Return To:

RICHARDS, KIMBLE & WINN, P.C.
2040 Murray Holladay Rd., Suite 106
Salt Lake City, UT 84117

DOC # 20130001386

Amended Restrictive Covenants Page 1 of 4
Russell Shirts Washington County Recorder
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By MONARCH PROPERTY MGMNT



**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF CIMARON TERRACE
A PLANNED UNIT DEVELOPMENT**

RECITALS

A. Certain real property in Washington County, Utah, known as Cimaron Terrace Planned Unit Development was subjected to certain covenants, conditions and restrictions pursuant to a Declaration of Covenants, Conditions, and Restrictions of Cimaron Terrace, recorded April 3, 1986, as Entry No. 291820 in the Recorder's Office for Washington County, Utah (the "Declaration").

B. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto, as described herein in Exhibit "A."

C. The Association has deemed it to be in the best interests of the Association to amend and clarify the maintenance obligations between the Association and the Owners to more conform to the desires and expectations of owners and the Association desires to amend the Declaration accordingly.

D. Pursuant to Utah Code Ann. 57-8a-104 and Art. XII, Sect. 3 of the Declaration, the undersigned hereby certifies that all of the voting requirements to amend the Declaration have been satisfied and are on file in the records of the Association.

NOW, THEREFORE, for the benefit of the Association and all Owners thereof, the Board of Directors hereby executes this Amendment, for and on behalf of all Owners, to amend the Declaration as provided below. All of the terms and representations in the above Recitals are made a part of this Amendment and are incorporated herein by reference.

1. Article VI, Section 1 of the Declaration is amended in its entirety to read as follows:

1. Maintenance of Lots and Living Units. Each and every Owner shall be responsible, in all respects, for the maintenance, repair and replacement of their Lot and Living Unit. Owners shall provide exterior maintenance upon each their respective Lot, including but not limited to, the following: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, fences and other exterior improvements. Owners shall maintain, repair and replace, as necessary, their Lot and Living Unit so as not to detract from the appearance of the Property and so as not to affect adversely the value or use of any other Lot or Living Unit. The Association shall have no obligation regarding the maintenance, repair or replacement of any Lot or Living Unit except as provided in paragraph 2 of this Article VI. With the exception of a "Party Wall" which is discussed more fully below, for purposes of maintenance

responsibility, the side boundaries of any attached Living Units shall be an imaginary vertical plane along and coincident with the Lot line boundaries as shown and described on the Plat.

2. Article VI, Section 2 of the Declaration is amended in its entirety to read as follows:

2. Operation and Maintenance by Association. The Association, by its duly delegated representative, shall provide for such maintenance and operation of the Common Areas as may be necessary or desirable to make them appropriately useable in conjunction with the Lots and to keep them clean, functional, attractive and generally in good condition and repair. The Association shall maintain, repair and restore the Front Yard Area on the Common Areas in front of each Lot including, but not by way of limitation, grass, landscaping, shrubs, watering and the sprinkling system. In the event that special need for maintenance or repair of the Common Area should be necessitated through willful or negligent act of the Member, his family or guests, or invitees, the cost of such maintenance shall be added to and become a part of the assessment to which such lot is subject. Notwithstanding the provisions regarding Lot and Living Unit maintenance by Owners, in the event an Owner of any Lot in the Property shall fail to maintain his Lot and the exterior of his Living Unit situated thereon in a manner satisfactory to the Architectural Control Committee of the Board, the Association after approval by 2/3 vote of the Board and providing notice to the Owner and an opportunity to cure, shall have the right, through its agents, employees, or through an independent contractor to enter upon such Lot and repair, maintain, and restore the portion of the Lot maintainable by the Owner, including the exterior of the Living Unit, and any other improvements erected thereon (but not the interior of his Living Unit). The cost of such exterior maintenance shall be added to and become part of the assessment to which the Lot is subject.

3. Article VI of the Declaration is amended to include a new provision as Section 8, to read as follows:

8. Party Walls. Each wall built as part of the original construction of the Living Units upon the Property and placed on the dividing line between Lots or Living Units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Section 8, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(a) Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Living Unit Owners who make use of the wall in proportion to such use and damage.

(b) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Living Unit Owner who has used the wall may restore it, and if the other Living Unit Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use however, any such Living Unit Owners may call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions which caused the original damage.

(c) Weatherproofing. Notwithstanding any other provision of this Section 8, any Living Unit Owner who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

(d) Right to Contribution Runs with Land. The right of any Living Unit

Owner to contribution from any other Living Unit Owner under this Section 8 shall be appurtenant to the land and shall pass to such Living Unit Owner's successors in title.


(e) Arbitration. In the event of any dispute concerning a party wall, or under the provisions of this Section 8, each party to the dispute shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision made by a majority of all arbitrators shall be binding. If any party refuses to appoint an arbitrator within ten (10) days after written request for the appointment of the same, then the Board of Directors of the Association shall select an arbitrator on behalf of such party.

(f) Encroachments. If any portion of a party wall shall encroach upon any adjoining Lot, Living Unit or upon the common areas, by reason of settlement or shifting of any building, or the repair or reconstruction of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist.

(g) Easements. Each Lot and Living Unit shall be subject to easement for the benefit of the Living Unit Owners of the adjoining and abutting Lots and Living Units for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of any kind, to easements for lateral support of adjoining and abutting dwellings, and to easements for the corridors, sidewalks, and patios serving adjoining and abutting dwellings.

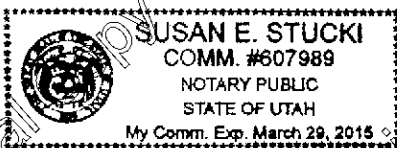
IN WITNESS WHEREOF, CIMARON TERRACE PLANNED UNIT DEVELOPMENT has executed this Amendment to the Declaration as of the 3rd day of January, 2013.

CIMARON TERRACE PLANNED UNIT DEVELOPMENT


Print Name: Jared Jensen
Its: President

State of Utah)
) :ss
County of Washington)

On the 3 day of JANUARY, 2013, personally appeared before me Jared Jensen who, being first duly sworn, did say that they are the President of the Association and that this instrument was signed on behalf of the Association by authority of its Board of Directors; and they acknowledge said instrument to be their voluntary act and deed.





Notary Public

EXHIBIT A

Legal Description

H-CIT-A All Lots

ALL LOTS Cimarron TERRACE