

After Recording Return To:
RICHARDS, KIMBLE & WINN P.C.
2040 E. Murray-Holladay Rd., Suite 102
Salt Lake City, UT 84117

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10/29/2008 2:49:00 PM \$101.00
Book - 9654 Pg - 9833-9837
Gary W. Ott
Recorder, Salt Lake County, UT
RICHARDS LAW OFFICE
BY: eCASH, DEPUTY - EF 5 P.

**AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE COTTAGES at 9TH**

This Amendment to the Declaration of Covenants, Conditions and Restrictions (“Declaration”) that established a planned unit development known as The Cottages at 9th is made on the date evidenced below by The Cottages at 9th Residential Homeowners Association (“Association”).

RECITALS

A. Certain real property in Salt Lake County, Utah, known as The Cottages at 9th was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration of Covenants, Conditions and Restrictions recorded on May 13, 2004, as Entry Number 9060819 in the Recorder’s Office for Salt Lake County, Utah;

B. This amendment shall be binding against the Property, Lots and Living Units described in the Declaration and any amendment, annexation or supplement thereto;

C. To avoid the communal ills, including, among other things, rules violations, abuse and destruction of community and private property and the resultant increase in insurance premiums, and the diminished safety of the Owners, often associated with property falling into disrepair, and to maintain the integrity of the original architectural design, uniformity of appearance, and quality of construction, the Association deems establishing a division and clear understanding of maintenance responsibilities for the Association and the Owners to be in the best interest of the Owners;

D. This amendment is intended to assign responsibilities for maintenance of property within the Association in order to protect livability and property values for all owners.

E. Pursuant to Article X, Section 10.2 of the Declaration, the President and Secretary hereby certify that votes representing at least sixty-seven percent (67%) of the membership voted affirmatively to approve this Amendment.

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NOW, THEREFORE, The Association hereby amends Article VII, Section 7.11, of the Declaration in its entirety to now read as follows:

7.11 Maintenance and Repairs. No Lot, Living Unit, building, structure (including interiors thereof), or landscaping upon any Lot or Common Area shall be permitted to fall into disrepair and, subject to the requirements herein as to approval by the Board of Directors/Architectural Control Committee, each such building, structure, or landscaping at all times shall be kept in good condition and, as appropriate, adequately painted or otherwise finished by the responsible parties as listed below:

7.11.1. Maintenance Responsibilities of the Association ("Area of Common Responsibility). The Association shall maintain, replace, keep in a state of good repair the following:

- (a) all Common Areas;
- (b) all landscaping, trees, bushes, shrubs, planting beds, flower beds, grass and other plant life in the Common Areas and public utility easements;
- (c) all common water service and drainage facilities, including all water features;
- (d) all common arterial sidewalks;
- (e) all walls and fences which serve as: (1) common walls or fences for the Project, (2) privacy fences between lots or living units, (3) boundary fences; or which separate any Lot from Common Area, whether or not located on a Lot;
- (f) all landscaping and irrigation systems in the front, side and rear yards;
- (g) all common signage;
- (h) all streets and rights-of-way, and street lights within the Association;
- (i) all roofs and exterior surfaces, including but not limited to, stucco, rock, rain gutters, soffits, fascia, gables, shutters, wood trim around garage door opening;
- (j) all foundations, columns, girders, beams, supports, and main walls;
- (k) all parking areas and storage spaces;
- (m) all installations of common utility services, such as power, gas, sewer and water;
- (n) all sewer laterals; and,
- (o) any other item designated as a common responsibility or responsibility of the Association herein.

7.11.2 Maintenance Responsibilities of the Owners ("Area of Personal Responsibility"). Each Owners shall maintain, repair, replace and keep in a state of good repair the following, subject to requirements for approval by the Board of Directors/Architectural Committee as established herein:

- (a) the owner's Lot and Dwelling Unit; including but not limited to all glass, windows, window units, doors, door units;

- (b) driveways, entries, landings, and patios appurtenant to the owner's Lot and Dwelling Unit; and,
- (c) all other landscaping and physical improvements to the owner's Lot not part of the Common Area of Responsibility;

7.11.2.1. Maintenance and repair of garage doors, doors, door units and driveways shall be under the direction of the Board of Directors/Architectural Committee as determined by a maintenance management plan prepared by the Board of Directors/Architectural Committee. The expense of maintenance and repairs to garage doors, doors, door units and driveways shall be the responsibility of the owner, to be paid in a manner agreed by the Board of Directors/Architectural Committee and Owner.

7.11.2.2. Each Owner or Resident shall keep his patio, porches, driveway, and parking and storage spaces broom clean, tidy, and uncluttered in accordance with the rules and regulations adopted by the Board of Directors/Architectural Committee.

7.11.3. Damage By Owners, Tenants, Guests or Invitees to Areas of Common Responsibility. Any damage to Areas of Common Responsibility caused by the act, negligence, or carelessness of an Owner, their tenant, guest or invitee, shall be the ultimate responsibility of the Owner to repair. Repairs shall be made to restore the damaged area to a like condition prior to the damage and in compliance with all architectural requirements herein. If an Owner fails to make repairs of a quality and standard acceptable to the Association, with prior notice to the Owner, the Association shall make the repairs and the expense shall be charged to the Owner.

IN WITNESS WHEREOF, THE COTTAGES AT 9TH RESIDENTIAL HOMEOWNERS' ASSOCIATION has executed this Amendment to the Declaration as of the 21 day of October, 2008, in accordance with Article X of the Declaration.

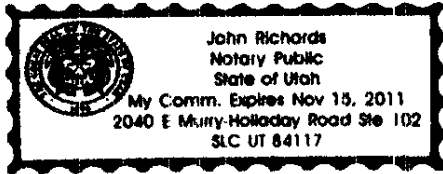
THE COTTAGES AT 9TH RESIDENTIAL HOMEOWNERS' ASSOCIATION

Andre Kagan Deia Thompson
 President Secretary

STATE OF UTAH)
) ss
 County of Salt Lake)

On the 21 day of October, 2008, personally appeared before me

Audra Kasprian and Shel Thompson who, being first duly sworn, did that say that he/she is the President and Secretary of the Association and that the seal affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed in behalf of said Association by authority of its Board of Trustees; and each of them acknowledged said instrument to be their voluntary act and deed.



Notary Public for Utah

EXHIBIT A
LEGAL DESCRIPTION

Lots 1-84 of Cottages at 9th. Pvd

Also Know as:

Beginning at a point which is West 855.94 feet and South 867.20 feet from the Center of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian said point of Beginning also being North 85°08'01" West 934.45 feet from said Center of Section to a County monument at the intersection of 6600 South Street and 900 East Street, and South 0°00'30" East along said monument line 946.47 feet, and East 75.00 feet to said point of beginning and running thence East 126.10 feet; thence South 72°39'27" East 52.00 feet; thence East 44.94 feet; thence South 17.81 feet; thence South 89°40'18" East 326.35 feet to the West line 1-215; thence South 55°39'37" East along said West line 212.52 feet to a 904.93 foot radius non tangent curve to the right the center of which bears South 52°17'05" West; thence Southeasterly along said West line and said curve to the right through a central angle of 27°47'04" a distance of 438.83 feet; thence West 642.10 feet; thence North 165.93 feet; thence East 18.00 feet; thence North 338.75 feet; thence West 273.91 feet; thence North 0°00'30" West 43.00 feet to the point of beginning. Contains 278,602 square feet or 6.3953 Acres.

Parcel # 2220404007