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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
JAMES R. BLAKESLEY  
1305 N. COMMERCE DR STE 210  
SARATOGA SPRINGS UT 84045  
BY: ZJM, DEPUTY - MA & P. 7p

WHEN RECORDED RETURN TO:  
James R. Blakesley  
Attorney at Law  
1305 N. Commerce Drive, Suite 210  
Saratoga Springs, Utah 84045  
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6-84

**AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE COTTAGES AT 9<sup>TH</sup>,  
a Utah Planned Unit Development**

This Amendment to Declaration of Covenants, Conditions and Restrictions of The Cottages at 9<sup>th</sup>, a Utah planned unit development, is made and executed by the Cottages at 9th Homeowners Association, Inc. of P. O. Box 548, West Jordan, UT 84084 (the "Association").

**RECITALS**

A. The Declaration of Covenants, Conditions and Restrictions of The Cottages at 9<sup>th</sup>, a Utah planned unit development, was recorded in the office of the County Recorder of Salt Lake County, Utah on May 13, 2004 as Entry No. 9060819 in Book 8987 at Pages 212-241 of the official records (the "Declaration").

B. 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 (the "Property").

C. All of the voting requirements to amend the Declaration have been satisfied.

D. The Association is the managing agent of the Owners of the Property.

E. The Association desires to remove all references to Limited Common Area, since none are shown on the Final Plat, and to prohibit any and all fencing and walls not installed by the Declarant at The Cottages at 9<sup>th</sup> as part of his original design scheme.

**A M E N D M E N T**

NOW, THEREFORE, for the reasons recited above, and for the benefit of The Cottages at 9<sup>th</sup>

and the Owners thereof, the Association hereby executes this Amendment to Declaration of Covenants, Conditions and Restrictions of The Cottages at 9<sup>th</sup>, a Utah planned unit development, for and on behalf of and for the benefit of all of the Owners.

1. Section 1.3 of the Declaration entitled "Common Areas" is hereby amended to read as follows:

1.3. Common Areas shall mean and refer to that part of the Property which is not included with the Lots which is owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon and all easements appurtenant thereto including but not limited to private utility lines and personal property owned by the Association when the context so requires.

2. Section 1.6 of the Declaration entitled "Limited Common Areas" is deleted in its entirety.

3. Section 4.1 of the Declaration entitled "Easement of Enjoyment" is hereby amended to read as follows:

4.1. Easement of Enjoyment. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas and the Private Streets. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee or contract purchaser who resides on such Member's Lot.

4. Subsection 7.3(g) of the Declaration entitled "Fences and Walls" is hereby amended to read as follows:

7.3. Building Features and Materials.

(g) Fences and Walls. All of the perimeter fences installed by the Declarant, including those constructed of precast concrete or block are permitted and shall be maintained by the Association. No other fences or walls of any kind are permitted. The Owners shall not permit any structures or other items to be attached to or supported by the existing fences.

5. Subsection 7.3(s) of the Declaration entitled "Recreational Equipment" is hereby amended to read as follows:

7.3. Building Features and Materials.

(s) Recreational Equipment. Basketball hoops, standards, and swing-sets shall not be permitted on the exterior of any Living Unit or within the Common Areas. Other backyard toys, equipment, birdhouses, fountains, yard art, and patio furniture shall be located only in the patio area in the rear yards and shall be no greater than six (6') feet in height with the exception of a patio umbrella which shall be retractable. Lawn furniture shall be located only upon rear yard patios. Wind chimes and wind socks are prohibited.

6. Section 7.8 of the Declaration entitled "Limited Common Areas" is deleted in its entirety.

7. Section 7.11 of the Declaration entitled "Maintenance and Repair" is hereby amended to read as follows:

7.11. Maintenance and Repair. No Living Unit, building, structure (including interiors thereof), or landscaping upon any Lot shall be permitted to fall into disrepair and, subject to the requirements herein as to approval by the 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 its Owner; provided, however, in the event the Association has elected in accordance with the provisions of Section 6.1 (c) to maintain all grasses installed by the Declarant on a Lot, the Owner shall have no obligation to maintain the same. No Owner shall have the right to install any trees or perennial bushes in the front of any Lot or the Common Areas. If the Owner elects to plant flowers on a Lot or within the Common Areas, but only at locations prepared by the Declarant for such plantings or other areas approved by the Association, the Owner shall be solely responsible to maintain the same, including the removal of weeds and diseased or dead stock. Any pots used to hold flowers shall be of plastic or pottery only. Such Owner=s obligation shall extend, but shall not be

limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces.

8. In the event of any conflict, inconsistency or incongruity between the provisions of this amendment and any of the provisions of the Declaration, the former shall in all respects govern and control.

9. It is expressly agreed that this Amendment is supplemental to the Declaration, which is by reference made a part hereof, and all the terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment and are made a part of this Amendment as though they were expressly rewritten, incorporated and included herein.

10. 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, the Association has executed this instrument the \_\_\_\_ day of August, 2010.

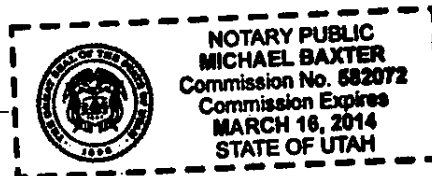
THE COTTAGES AT 9TH HOMEOWNERS ASSOCIATION, INC.

By: Audra Kasparian  
Name: Audra Kasparian  
Title: President

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

On the 8<sup>th</sup> day of ~~August~~<sup>September</sup>, 2010, personally appeared before me Audra Kasparian, who by me being duly sworn, did say that she is the President of the Cottages at 9th Homeowners Association, Inc., and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its Board of Directors, and said Audra Kasparian duly acknowledged to me that said Association executed the same.

[Signature]  
NOTARY PUBLIC



**EXHIBIT "A"**

**LEGAL DESCRIPTION  
THE COTTAGES AT 9<sup>TH</sup>,  
a Utah Planned Unit Development**

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


**Lot and Parcel Numbers for COTTAGES AT 9TH PUD**

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	L	1	22-20-328-001-0000	N
	L	2	22-20-328-002-0000	N
	L	3	22-20-328-003-0000	N
	L	4	22-20-328-004-0000	N
	L	5	22-20-328-005-0000	N
	L	6	22-20-328-006-0000	N
	L	7	22-20-328-007-0000	N
	L	8	22-20-328-008-0000	N
	L	9	22-20-328-009-0000	N
	L	ST	99-99-999-999-9999	YES
	L	10	22-20-328-010-0000	N
	L	11	22-20-328-011-0000	N
	L	12	22-20-328-012-0000	N
	L	13	22-20-328-013-0000	N
	L	14	22-20-328-014-0000	N
	L	15	22-20-328-046-0000	N
	L	16	22-20-328-047-0000	N
	L	17	22-20-328-048-0000	N
	L	18	22-20-328-049-0000	N
	L	19	22-20-328-050-0000	N
	L	20	22-20-328-051-0000	N
	L	21	22-20-328-052-0000	N
	L	22	22-20-328-053-0000	N
	L	23	22-20-328-054-0000	N
	L	24	22-20-328-055-0000	N
	L	25	22-20-328-056-0000	N
	L	26	22-20-328-057-0000	N
	L	27	22-20-328-058-0000	N
	L	28	22-20-328-059-0000	N
	L	29	22-20-328-060-0000	N
	L	30	22-20-328-061-0000	N
	L	31	22-20-328-062-0000	N
	L	32	22-20-328-063-0000	N
	L	33	22-20-328-084-0000	N
	L	34	22-20-328-083-0000	N
	L	35	22-20-328-082-0000	N
	L	36	22-20-328-081-0000	N
	L	37	22-20-328-080-0000	N
	L	38	22-20-328-079-0000	N
	L	39	22-20-328-078-0000	N
	L	40	22-20-328-077-0000	N

	L	41	22-20-328-076-0000	N
	L	42	22-20-328-075-0000	N
	L	43	22-20-328-074-0000	N
	L	44	22-20-328-073-0000	N
	L	45	22-20-328-072-0000	N
	L	46	22-20-328-071-0000	N
	L	47	22-20-328-070-0000	N
	L	48	22-20-328-069-0000	N
	L	49	22-20-328-068-0000	N
	L	50	22-20-328-067-0000	N
	L	51	22-20-328-066-0000	N
	L	52	22-20-328-065-0000	N
	L	53	22-20-328-064-0000	N
	L	54	22-20-328-015-0000	N
	L	55	22-20-328-016-0000	N
	L	56	22-20-328-017-0000	N
	L	57	22-20-328-018-0000	N
	L	58	22-20-328-019-0000	N
	L	59	22-20-328-020-0000	N
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	L	74	22-20-328-036-0000	N
	L	75	22-20-328-035-0000	N
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	L	79	22-20-328-031-0000	N
	L	80	22-20-328-030-0000	N
	L	81	22-20-328-029-0000	N
	L	82	22-20-328-028-0000	N
	L	83	22-20-328-027-0000	N
	L	84	22-20-328-026-0000	N
	L	AREA	22-20-328-085-0000	N