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09/01/2004 12:07 PM \$18.00
Book - 9033 Pg - 314-318
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AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR THE
HIGHLAND POINTE VILLAGE PLANNED UNIT DEVELOPMENT

These Amendments to the Declaration of Covenants, Conditions & Restrictions for the Highland Pointe Village Planned Unit Development, recorded in the Salt Lake County Recorder's office on December 4, 2000, as Entry No. 7773707 in Book 8405 at Pages 7994-8052, is approved and adopted to be effective the ____ day of _____, 2003, and affects certain real property located in Salt Lake County, State of Utah, as is more particularly described in the plat map entitled "Highland Pointe Village PUD and amending Lot 9 of Fardown Estates Subdivision," recorded in the official records of the office of the County Recorder of Salt Lake County, State of Utah, as Entry No. 7374224 on June 3, 1999, in Book 99-6P at Page 146 (the "Plat Map"). The property description is contained on Exhibit A attached hereto.

- A. Article I, Section 9 "Common Assessment" is amended in its entirety to provide as follows:

"Section 9. "Common Assessment" means the charge against each Owner and the Owner's Dwelling Unit, representing a portion of the common expenses and the total cost to the Association for maintaining, improving, repairing, replacing, managing and operating the Property, for water and utilities for the Common Area, and for cutting the lawns and providing general yard care of the Lots located in the Property, which charge is to be paid uniformly and equally by each Owner to the Association as provided herein."

- B. Article I, Section 10 "Common Expenses" is amended in its entirety to provide as follows:

"Section 10. "Common Expenses" shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Area, and for cutting the lawns and providing general yard care of the Lots located on the Property, including unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments, and those costs not paid by the Owner responsible for payment; costs of management and administration of the Association including, but not limited to, attorneys and other employees and consultants; the cost of all utilities, landscaping and other services benefiting the Common Area and all recreational facilities thereon; the costs of landscaping the Property, including the property of an Owner's Dwelling Unit; the costs of fire, casualty and liability insurance covering the Property; and the cost of bonding of the Board of the Association; taxes paid by the Association; amounts levied against the Property, or portions thereof; the cost of snow removal and the cost of any other item

or items determined by, or incurred by, the Association for any reason whatsoever in connection with the Property, for the benefit of all the Owners, and, in addition, shall include the cost of water for an Owner's Dwelling Unit. The cost, however, for utilities, other than water, for an Owner's Dwelling Unit shall be borne by the Owner of the Dwelling Unit receiving the benefit of those other utility services."

- C. Article IX, Section 3, Construction Requirements, is amended in its entirety to provide:

"Section 3 Construction Requirements. Notwithstanding any other provision of this Article IX, the exterior of any building or structure on a Lot must be comprised of not less than twenty-five percent (25%) brick, the garage doors must have a minimum height of eight (8) feet and the soffit and fascia must be lined with crown molding as approved by the Architectural Committee, or as otherwise required by law; provided, however, that with respect to Lots 6, 7 and 9 only, not less than twenty-five percent (25%) of each of three (3) sides of the exterior of any building or structure on said Lots must be comprised of either brick or rocks as approved by the Architectural Committee.

Each Owner, no later than sixty (60) days following the closing of the Owner's purchase of a Lot, must submit to the Architectural Committee for approval, plans, specifications and drawings for the construction of the building or structure to be used as the Owner's residence. The plans, specifications and drawings must be prepared by qualified professionals."

- D. Article IV, Section 4 is hereby amended in its entirety to provide:

"Section 4. Meeting of Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee Representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of a variance pursuant to Section 9 of this Article IX. In the absence of such designation, the vote of any two (2) Members of the Committee taken without a meeting, shall constitute an act of the Committee."

- E. Article X, Section 1 is amended in its entirety to provide:

"Section 1. Maintenance Obligations of Owners. Subject to the duty of the Association to provide for maintenance provided in Section 2 of this Article X, it shall be the duty of each Owner, at the

Owner's sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval, to maintain, repair, replace and restore areas of the Property which have been transferred and conveyed to the Owner, including but not limited to, the interior and exterior (including the roof) of the Dwelling Unit, its structure, the property on which it is located and any improvements to the Dwelling Unit located thereon (collectively, the "Improvements") in a neat, sanitary, attractive and structurally sound condition. In addition to the maintenance and repairs set forth above, the Owner shall be responsible for the necessary gardening, landscaping, other than ordinary and usual yard care, of and snow removal from the Owner's Dwelling Unit. In the event that any Owner shall permit any Improvements which are the responsibility of such Owner to maintain, to fall into disrepair or fail to so maintain such Improvements so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Owner shall, upon five (5) days written notice, immediately undertake such action as is necessary to correct such condition. Further, the Architectural Committee shall have the right, but not the duty, upon fifteen (15) days prior notice to the Owner of such Dwelling Unit, to correct such condition and to enter upon such Owner's Dwelling Unit to make such repairs or to perform such maintenance and the costs shall constitute a Special Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in this Declaration. The Owner shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the Board, to the amounts payable by each Owner as Common Assessments."

- F. Article X, Section 2 is amended in its entirety to provide:

"Section 2. Maintenance Obligations of Association.


The Association shall maintain in good order and repair all of the Common Area and any improvements thereon. In addition to the maintenance and repairs set forth above, the Association shall provide general yard care for the Lots located on the Property, including the cutting of lawns located there, all necessary landscaping and gardening to property maintain and periodically replace when necessary the trees, plants, grass and other vegetation which are on the Common Area and the Property as provided in this Declaration. The Association shall further maintain, reconstruct, replace and refinish any paved surface in the Common Area. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board shall determine in its judgment to be appropriate."

- G. Article XVII, Section 4 is amended in its entirety to provide:

“Section 4. Amendments. This Declaration may be amended only by the majority vote of those Members entitled to vote who are in attendance at the annual meeting of Members or the majority or those Members entitled to vote who respond to a request for written consent, except with respect to matters dealt with herein which require a higher percentage for approval thereof; provided, however, that the prior written approval of at least one hundred percent (100%) of all First Mortgagees must be obtained as provided in Section 4 of Article XIV above.”

The undersigned, being a majority of Members entitled to vote, do hereby consent to and adopt the foregoing Amendments.

HIGHLAND POINTE, L.C., a Utah limited liability company, by its Manager, Eagle Pointe Financial Group, Inc.

By 

Gary L. Howland, President of Eagle Pointe Financial Group, Inc.

EXHIBIT A

Beginning at a point which is South 07°50'02" West 1273.71 feet from the East quarter corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian; the point of beginning also being South 00°20'50" West 1261.67 feet and South 88°30'00" East 40.00 feet from a Salt Lake County brass monument in Highland Drive; running thence South 88°30'00" East 365.81 feet to the Southwest corner of Lot 5 of the Fardown Estates Subdivision, as recorded in the office of the Salt Lake County Recorder, thence South 88°30'00" East 146.43 feet along said subdivision, thence South 87.90 feet, thence North 88°30'00" West 58.97 feet, thence South 82.50 feet to the North line of Lot 9 of Fardown Estates, thence South 108.08 feet to the South Line of said Lot 9, thence along the South boundary of said Lot 9 North 88°30'00" West 66.79 feet to the Southwest corner of said Lot 9, thence North 2.66 feet, thence North 88°30'00" West 428.15 feet, thence North 00°20'50" East 275.79 feet, thence South 88°30'00" East 40.00 feet to the point of beginning (the "Property").

Containing 141,597 square feet (3.25 acres).