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E# 3246779 PG 1 OF 7

LEANN H KILTS, WEBER CTY. RECORDER
21-JUL-22 12:31 PM FEE \$68.00 NNP
REC FOR: GRAND TETON HOA

**FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

Grand Teton Village Townhomes

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Grand Teton Village Townhomes (hereinafter "First Amendment"), hereby amends that certain Declaration of Covenants, Conditions and Restrictions for Grand Teton Village Townhomes as amended, recorded on May 30, 2001 in the Weber County Recorder's Office, as Entry No. 1773292 ("Declaration") and is adopted by "Management Committee" or Board of Directors ("Board") for Grand Teton Village Owners' Association ("Association"), for and on behalf of its members, and made effective as of the date recorded in the Weber County Recorder's Office.

RECITALS:

(A) This First Amendment affects and concerns the real property located in Weber County, Utah, and more particularly described in the attached **Exhibit "A"** ("Property").

(B) On or about May 30, 2001, the Grand Teton Village Townhomes, P.R.U.D. Plat was recorded in the Weber County Recorder's Office as Entry No. 1773291 ("Plat").

(C) On or about May 30, 2001, the Declaration was recorded in the Weber County Recorder's Office as Entry No. 1773292.

(D) On or about August 18, 2004, an Amendment to the By-Laws was recorded in the Weber County Recorder's Office as Entry No. 2050977. This Amendment to By-Laws doesn't appear to amend specific language in By-Laws, but rather makes general statements of change relevant to the Declaration. Subsequent similar "Amendments" to the By-Laws were also recorded as follows:

- a. August 18, 2004, as Entry No. 2050977
- b. August 15, 2005, as Entry No. 2122310;
- c. June 14, 2007, as Entry No. 2271161;
- d. August 10, 2012, as Entry No. 2589931;
- e. September 19, 2016, as Entry No. 2815643;
- f. August 6, 2015, as Entry No. 2749706 and;
- g. July 8, 2021, as Entry No. 3166704

CERTIFICATION

By signing below, the Board hereby certifies that pursuant to Article 24(b) of the Declaration and the Utah Community Association Act, the Association has obtained the approval or written consent of at least sixty percent (66.6%) of the total membership.

NOW, THEREFORE, pursuant to the foregoing, the Board hereby makes and executes this First Amendment, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

2. No Other Changes. Except as otherwise expressly provided in this First Amendment, the Declaration remains in full force and effect without modification.

3. Conflicts. In the case of any conflict between the provisions of this First Amendment and the provisions of the Declaration, including any "Amendment to the Bylaws" referenced above, the provisions of this First Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this First Amendment.

4. Purpose. It is the purpose and intent of this First Amendment to modify and clarify existing restrictions with regard to the Community's governing documents.

AMENDMENTS

5. Article 17 of the Declaration "Insurance" is hereby deleted in its entirety and replaced with the following:

ARTICLE 17

17. INSURANCE

17.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by the Act. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

As used in this Article:

- (1) "Covered Loss" means a loss, resulting from a single event or occurrence that is covered by the Association's property insurance policy.
- (2) "Unit Damage" means damage to a Unit.
- (3) "Unit Damage Percentage" means the percentage of total damage resulting in covered loss that is attributable to Unit Damage.

In the event of a covered loss, Owner(s) shall pay their portion of any Association deductible in accordance with that Unit's Unit Damage Percentage.

17.2 Property Insurance.

(a) Hazard Insurance.

(i) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas, Limited Common Areas Units, buildings, and other facilities.

(1) At a minimum, any required blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, theft, and storm water run-off, if reasonably available; and (2) all perils normally covered by "special form" property coverage.

(2) Any blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

(b) Flood Insurance. If the property insured by the Association is not situated in a Special Flood Hazard Area, the Association may nonetheless, if approved by a majority of Owners, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(c) Earthquake Insurance. The Association may nonetheless, if approved by a majority of Owners, purchase earthquake insurance to cover earthquakes not otherwise covered by blanket property insurance.

(d) Associations Obligation to Segregate Property Insurance Deductible. The Association shall keep an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.

(e) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association's property insurance policy deductible the Association need not tender the claim to the Association's insurer.

17.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence.

17.4 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). The policy shall:

- (a) Include coverage for volunteers and employees;
- (b) Include coverage for monetary and non-monetary claims;
- (c) Provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims; and
- (d) Provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

17.5 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain insurance covering the theft or embezzlement of funds that shall:

- (a) Provide coverage for an amount of not less than the sum of three months regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and
- (b) Provide coverage for theft or embezzlement of funds by:
 - (i) Officers and Board of Directors member of the Association;
 - (ii) Employees and volunteers of the Association;
 - (iii) Any manager of the Association; and
 - (iv) Officers, directors, and employees of any manager of the Association.

17.6 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association; and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

17.7 Owner Act Cannot Void Coverage under Any Policy. An Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy or permit anything to be done or kept in or about the Unit that would result in an increase in the cost of insurance on the Property, or that would result in the cancellation of insurance on the Property, or that would result in the cancellation of insurance with respect to all or any part of the Property, or that would be in violation of any governmental law, ordinance, or regulation.

17.8 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

17.9 Owners' Individual Coverage. **EACH OWNER SHOULD PURCHASE INDIVIDUAL INSURANCE COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INSURANCE AGENT.**

6. Article 20 of the Declaration "Right of Entry" is hereby deleted in its entirety and replaced with the following:

20. Right of Entry. In the event that an Owner permits their Lot, Limited Common Areas, or Property to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 15 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Unit and take corrective action to abate the condition. The Association may take correction action to abate a condition without giving prior notice to the Lot Owner if the condition of the Lot, Limited Common Area, or Property poses an immediate threat of causing harm or damage to other Lots, Common Areas, or Limited Common Areas appurtenant to other Lots. All costs of abatement or repair shall be charged to the Owner as an individual assessment, who agrees to promptly pay the reasonable costs of any work performed under this provision, plus 15%. In addition, each Owner hereby grants to the Association a lien on the Unit and any Improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Unit in question utilizing any other remedy allowed by law. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

7. Article 19(b) of the Declaration is hereby deleted in its entirety and replaced with the following:

b. Except as hereinafter provided, the Association shall provide for such maintenance and operation of the Common Areas and Facilities and of the Limited Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, attractive,

and generally in good condition and repair. The Association shall have no obligation regarding the interior or exterior maintenance or care of Lots. Notwithstanding, the Association has the authority to make reasonably necessary repairs to the interior and/or exterior portion of an Owner's Lot and Property (including the dwelling) in situations when conditions of disrepair, neglect, or unsanitary conditions pose an immediate or significant threat to other Lots, Limited Common Area, Common Area and other improvements throughout the Property which are subject to this Declaration. The Board shall have sole discretion to determine when such repairs are necessary (including the replacement of structural elements such as roofs, siding, windows, gutters, etc.) as long as the Board has reasonable cause that such repairs are needed.

GRAND TETON VILLAGE OWNERS' ASSOCIATION

Tara Rodriguez
By: Tara Rodriguez
Its: President

STATE OF UTAH)
 : ss
COUNTY OF Wasatch)

On this 20 day of July, 2022, personally appeared before me Tara M Rodriguez, who being by me duly sworn, did say that he/she is the President of GRAND TETON VILLAGE OWNERS' ASSOCIATION a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

[Signature]
Notary Public

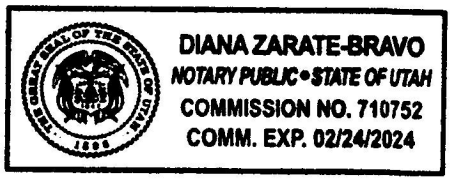
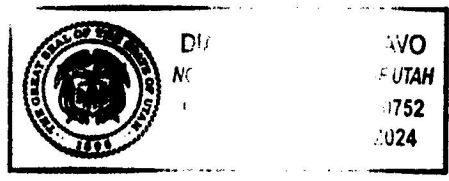


EXHIBIT A
Property Description

ALL OF LOTS 1 THROUGH 24, GRAND TETON VILLAGE TOWNHOMES, PRUD,
OGDEN CITY, WEBER COUNTY, UTAH

SURVEY DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF 800 NORTH STREET AND THE EAST BOUNDARY LINE OF RON-CLAIRE VILLAGE NO. 3, SAID POINT BEING N89.57'00"W 147.87 FEET FROM THE FOUND OGDEN CITY STREET MONUMENT AT THE INTERSECTION OF JEFFERSON AVENUE AND SAID 800 NORTH STREET (BASIS OF BEARINGS BEING N00.03'00"R ALONG THE CENTERLINE OF JEFFERSON AVENUE); THENCE N89.57'00"W ALONG THE CENTERLINE OF 800 NORTH STREET 373.81 FEET; THENCE NORTH 293.00 FEET; THENCE S89.57'00"E 374.07 FEET TO THE WEST BOUNDARY OF RON-CLAIRE VILLAGE NO. 3; THENCE S00.03'00"W ALONG SAID WEST LINE 293.00 FEET TO THE POINT OF BEGINNING.

11-316-001 THRU 0025.

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