

10442796
06/02/2008 04:55 PM \$76.00
Book - 9613 Pg - 1779-1781
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
M & M MANAGEMENT
948 E 7145 S STE C-102
MIDVALE UT 84047
BY: ZJM, DEPUTY - WI 3 P.

AMENDMENTS TO
THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTION AND RESERVATION OF EASEMENT
FOR HOMESTEAD VILLAGE
A Planned Unit Development

3-62

THIS AMENDMENT is made EFFECTIVE the 2nd day of June 2008 to the Amended and Restated Declaration of CC&R's recorded on June 1, 2004 recorded as Entry 9077612 on June 1, 2004 recorded in book 8995 beginning with page 5034 in the official records of the County Recorder of Salt Lake County, State of Utah.

RECITALS

Whereas VILLAGE COMMUNITIES L.C., developed certain real property (the "Property") located in Salt Lake County, State of Utah as more particularly described in that certain plat map entitled Homestead Village, a Village Community, a Planned Unit Development, recorded in the official records of the office of the County Recorder of Salt Lake County, State of Utah as Entry 6490425 on October 28th, 1997 (the "Plat Map"; and

Whereas VILLAGE COMMUNITIES L.C. recorded the original Declaration of CC&R's with the County Recorder, Salt Lake County, State of Utah on May 27, 1997; and

Whereas VILLAGE COMMUNITIES L.C. pursuant to the provisions of the original Declaration of CC&R's, created a corporation under Utah Non-Profit Corporation and Co-operative Association Act (Refer to Article I Section 7) to which was to be delegated and assigned the powers of owning, maintaining and administering the common areas, private roadways and certain other improvement in the Property and administering and enforcing the CC&R's, and collecting and disbursing the assessments and charges thereafter created; and

Whereas on January 21, 2004 VILLAGE COMMUNITIES L.C. in writing assigned all of its rights and obligations as they are contained in the original Declaration of CC&R's to the HOMESTEAD VILLAGE PROPERTY OWNERS ASSOCIATION; and

Whereas the Homestead Village Property Owners Association may execute, acknowledge, and record "Amendments" to the CC&R's; and

Whereas, all of the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following Amendments, and the original Amended and Restated Declaration and CC&R's. all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, or any portion thereof and each and all of which is and are for the benefit of and shall pass with the Property, and each and every parcel or Lot thereof, and shall apply to and bind the successors In interest, and any Owner thereof; and

Now therefore, the following Amendments to the Amended and Restated Declaration of Covenants, Conditions and Restrictions along with the original Amended and Restated CC&R's shall govern the rights and obligations of the present and future Owners of the Lots and homes in

Homestead Village and of the Association and its Board, and; the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on June 1, 2004 recorded in Book 8995 beginning with page 5034 in the official records of the office of the County Recorder of Salt Lake County, State of Utah are hereby amended, effective as of the 2nd day of June 2008, as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Except as specifically amended as set forth in Exhibit, all terms covenants, conditions and restrictions set forth in the original Amended and Restated Declaration shall remain in full force and effect.

DATED this 2nd day of June, 2008.

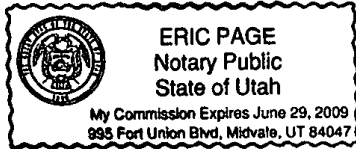
HOMESTEAD VILLAGE HOMEOWNERS ASSOCIATION:

By *Jerry W. Nelson*
Jerry W. Nelson, President

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this 2nd day of June 2008, personally appeared before me, a Notary Public, *Jerry W. Nelson*, the President of **HOMESTEAD VILLAGE, A VILLAGE COMMUNITY, PROPERTY OWNERS ASSOCIATION**, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he/she executed the above instrument on behalf of **HOMESTEAD VILLAGE, A VILLAGE COMMUNITY, PROPERTY OWNERS ASSOCIATION**.

WITNESS my hand and official Seal.



[Signature] UTAH
Notary Public in and for said State
My commission expires: June 29, 2009

[SEAL]

Exhibit A

**AMENDMENTS TO THE HOMESTEAD VILLAGE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
(CC&R'S)**

1. Article V, Paragraph (l) which presently states that ... "the Association is responsible to "Maintain and repair the exterior surface of the roofs of all Dwelling Units," to be stricken from Article V.
2. Article IX Section 2. Maintenance Obligation of Association paragraph 3; The Association shall not assume financial responsibility for Dwelling Unit exterior roof repair, maintenance, or replacement. However, when, in the discretion of the Architectural Committee, normal wear, tear and deterioration of the exterior roof requires total exterior roof replacement on a Dwelling Unit, the Owner shall replace the roof and otherwise repair and replace structural members and surfaces, as needed, to original building standard. At the time the Owner is required to replace his roof, the Owner shall be entitled to a one time lump sum payment from the Association in the amount of one thousand five hundred dollars (\$1,500.00), which amount shall be paid by the Association directly to the approved roofing contractor as an off-set against the cost of the roof replacement. Architectural Committee approval with reference to color, quality of material and installation workmanship is required prior to any work commencing on exterior roof replacement. Roofing contractors must be licensed and bonded and approved by the Architectural Committee. To assure satisfactory installation per the Architectural Committee's approval, the Association may coordinate with the Owner to obtain competitive bids. The Architectural Committee will have control of the exterior roof replacement process, pursuant to its power and authority and the procedures set forth in Article VIII. 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.

16-20-229