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WHEN RECORDED, RETURN TO:

VCHOA  
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AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS  
FOR VALLEY COVE  
A PLANNED UNIT DEVELOPMENT

THIS AMENDMENT TO THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR VALLEY COVE A PLANNED UNIT DEVELOPMENT is made and entered into as of the 29<sup>th</sup> day of May, 2008, by Valley Cove Homeowners Association, a Utah nonprofit corporation (the "Association").

Recitals

A. The Valley Cove Planned Unit Development (the "Development") comprises the real property (including both individual lots and common areas) located in Salt Lake County, Utah, described with particularity in Exhibit A attached hereto and incorporated herein.

B. The Declaration of Covenants Conditions and Restrictions for Valley Cove a Planned Unit Development dated December 12, 2002 (the "Declaration") was recorded December 12, 2002, as Entry No. 8456598, at Book 8701, Pages 9021-9061, in the office of the Salt Lake County Recorder. This Declaration amended and restated that certain Declaration recorded August 20, 1999, as Entry No. 7447892, at Book 8303, Pages 7412-7471.

E. This Amendment has been adopted by the Association by the affirmative vote of at least sixty seven percent (67%) of the owners of lots within the Development (the "Owners"), and by a majority of Eligible Mortgagees, in accordance with Section 27 of the Declaration.

Amendment

NOW, THEREFORE, the Association declares and certifies as follows:

1. Amendment to Subsection (B) of Section 18 of the Declaration. Section 18(B) ("Area of Personal Responsibility") of the Declaration is hereby amended as follows:

a. Subsection 18(B)(1) is hereby deleted in its entirety, and the following provision is inserted in lieu thereof:

The foundation, footings, columns, girders, beams, supports, walls, and, notwithstanding anything to the contrary herein, roofs, including without limitation

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shingles, roof frame, trusses, fascia, soffits, and other component parts thereof (collectively "Roof"), of his Dwelling Unit and garage;

2. Addition of Subsection (J) of Section 18 of the Declaration. The following provision is added as subsection (J) of Section 18 of the Declaration:

J) Walls, Fences, Roofs. Each wall, fence or Roof which is built as a part of the original construction by Declarant and (a) with respect to walls and fences, placed on the property line between Units shall constitute a party fence (provided, however, that in the event that any party fence is not constructed exactly on the property line, the Owners affected shall accept the party fence as the property boundary), and (b) with respect to Roofs, is constructed on the Building within which the Owner's Dwelling Unit is located, shall constitute a party Roof. The party wall, fence and Roof are collectively referred to as "Party Structure." Notwithstanding anything herein to the contrary, the cost of reasonable repair and maintenance of Party Structures shall be shared by the Owners who use such Party Structures in proportion to such use (e.g., if the party fence is the boundary between two Owners, then each such Owner shall bear half of such cost, and if the Roof is shared between three Owners, then each such Owners shall bear one-third of such cost). If a Party Structure is destroyed or damaged by fire or other casualty, the Party Structure shall be promptly restored, to its condition and appearance before such damage or destruction, by the Owner(s) whose Units have or had use of such Party Structure. Subject to the foregoing, any Owner whose Unit has or had use of the Party Structure may restore it to the way it existed before such destruction or damage, and any other Owner whose Unit makes use of the Party Structure shall contribute to the cost of restoration thereof in proportion to such use, subject to the right of any such Owner to call for a larger contribution from another Owner pursuant to any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision of this subsection, an Owner who by his negligent or willful act causes a Party Structure to be exposed to the elements, or otherwise damaged or destroyed, shall bear the entire cost of furnishing the necessary protection, repair or replacement. The right of any Owner to contribution from any other Owner under this subsection shall be appurtenant to the land and shall pass to such Owner's successors in title. Any other provision herein notwithstanding, no Owner shall after, add to, or remove any Party Structure constructed by Declarant, or portion of such Party Structure, without the prior written consent of the other Owner(s) who share such Party Structure, which consent shall not be unreasonably withheld. The maintenance, repair, and replacement obligations under this subsection shall be subject in all events to Section 40 of this Declaration ("Architectural Guidelines and Review").

In the event of a dispute between Owners with respect to the repairing or rebuilding of a Party Structure, including without limitation with respect to the sharing of the costs thereof, the dispute shall first be submitted to mediation through a mediator mutually agreed upon by the parties, with each side to bear its own costs of mediation. In the event that the mediation of the dispute proves unsuccessful, the dispute shall be submitted to binding arbitration, using three arbitrators, one chosen by each of the Owners and the third by the two so chosen. A determination of the matter signed by any two of the three arbitrators shall be binding upon the Owners, who bear its own costs with respect to the

