

11157605
3/29/2011 11:43:00 AM \$62.00
Book - 9914 Pg - 3341-3343
Gary W. Ott
Recorder, Salt Lake County, UT
RICHARDS LAW OFFICE
BY: eCASH, DEPUTY - EF 3 P.

When Recorded Return to:
Richards, Kimble & Winn
2040 E. Murray-Holladay Rd., Ste. 106
Salt Lake City, UT 84117

NOTICE OF INSURANCE OBLIGATION

BE IT KNOWN TO ALL SELLERS, BUYERS AND TITLE COMPANIES either owning, purchasing or assisting with the closing of a property conveyance within the NORTHPOINT ESTATES HOMEOWNERS ASSOCIATION (the "Association"), that the Association has adopted certain insurance requirements, procedures and obligations of which all owners, sellers, and buyers should be aware, as set forth below:

The Northpoint Estates Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded as Entry No. 7555619 in the Salt Lake County Recorder's Office ("Declaration"), requires the Association to maintain insurance coverage over the common areas, limited common areas and the individual units.

To maintain the insurability of the project and enforce the maintenance responsibilities of the individual unit owners, the Association, through a quarterly membership meeting held on July 18, 2007, implemented the following insurance requirements and procedures:

Each Unit Owner has the responsibility to maintain a homeowner's policy in addition to the coverage provided by the Association. Pursuant to the Declaration, the Unit Owner is primarily responsible to maintain, repair, replace and insure items that are appurtenant to their Unit. Claims for damage from loss caused by fire, water damage or other hazards that; 1) originate within the Unit; 2) are caused by accident or negligence of the Unit Owner, their tenants or guests; or 3) are caused by items that are the Unit Owner's responsibility to maintain, repair or replace are to be the Unit Owner's primary responsibility to insure. The Unit Owner's responsibility for such loss is limited to the first \$25,000 of each loss. This applies to rented or unoccupied units as well.

Insurance coverage should include but is not limited to the following:

1. **PRIMARY COVERAGE.** Anything to the contrary notwithstanding, the insurance coverage of a Unit Owner or resident shall be primary for the first \$25,000 of any covered loss and the insurance of the Association shall be secondary for loss that originates within the Unit, or is caused by accident or negligence by the Unit Owner, their renters or guests, or caused by items that are the responsibility of the Unit Owner to maintain, repair and replace. All Unit Owners shall have a minimum COVERAGE A BUILDING for \$25,000 added to their individual unit owner's policies. If a Unit Owner fails to maintain insurance, Unit Owner will still be responsible for the first \$25,000 on any claim arising from losses that originate within their Unit and/or from items that are their responsibility to repair or replace, including any

improvement which is a permanent part of their Unit. In the event a claim is filed on the Association policy involving a Unit, it is the Unit Owner's responsibility to pay the Association deductible. Coverage for the Association deductible could be covered under the Unit Owner's insurance policy.

2. **PERSONAL PROPERTY AND LIABILITY.** Insurance protection for Personal Property and Personal Liability coverage is the sole responsibility of the Unit Owner and is commonly obtained by purchasing a Homeowners Form 6 policy for unit owners.

DATED: March 28, 2011.

NORTHPOINT ESTATES HOMEOWNERS ASSOCIATION

By: *Vernon R. Rice*
Its: **President**
Chairman

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

The foregoing Notice was acknowledged before me on this 28 day of March, 2011 by Vernon R. Rice, as **President** of the Northpoint Estates Homeowners Association. **Chairman**

Tonya Tetzi
Notary Public for Utah

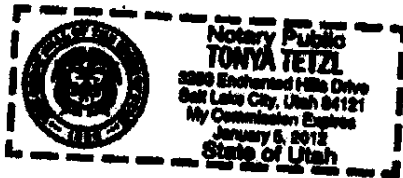


EXHIBIT A – LEGAL DESCRIPTION

All units in the Northpoint Estates Homeowners Association, which contains 49 units and in which parcel # 09304520010000 is included.