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Gary W. Ott  
Recorder, Salt Lake County, UT  
RICHARDS KIMBLE & WINN  
BY: eCASH, DEPUTY - EF 6 P.

After Recording Return To:

RICHARDS, KIMBLE & WINN PC  
2040 E Murray Holladay Rd, Ste 106  
Salt Lake City, UT 84117

**AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE COTTAGES AT TEMPLE VIEW HOMEOWNERS ASSOCIATION,  
INC.**

RECITALS

- A. The Cottages at Temple View Condominiums, and the resulting homeowners association, was created pursuant to a Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Salt Lake County Recorder on October 10, 2002, as Entry No. 8382733 (the "Declaration");
- B. The Cottages at Temple View Homeowners Association ("Association") desires to amend the Declaration to clarify the desired and intended maintenance obligations between the Owners and the Association as specifically stated herein.
- C. This amendment to the Declaration shall be binding against the property described in the Declaration (**Exhibit A hereto**) and any amendment thereto. In the event of a conflict between this Declaration and the Bylaws, the terms of this Declaration amendment shall control.
- D. Pursuant to Section 10.2 of the Declaration, the undersigned hereby certifies that the voting requirements to amend the Declaration have been satisfied to adopt this Amendment.

**NOW, THEREFORE**, Article VI, Section 6.1(c) of the Declaration is hereby amended to read (6.1(c) only):

6.1 **Duties of the Association.** Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation (attached hereto as Exhibit "B"), the Bylaws (attached hereto as Exhibit "C"), or this Declaration; the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

- (a) REMAINS THE SAME
- (b) REMAINS THE SAME

- (c) The Association shall maintain, repair, and replace all landscaping and improvements in the Common Areas. **In addition, the Association shall maintain all Lots, including landscaping and yard areas, and all exteriors of the Living Units including roofs but excluding foundations, windows, window frames, doors and door frames. However, if a pipe, wire or conduit serves only a single Living Unit, the obligation to maintain, repair and replace the same shall be the obligation of the Lot Owner.**

Each Owner shall paint, repair, and otherwise maintain the interior of Such Owner's Living Unit and shall maintain all mechanical devices, including but not limited to, appurtenant electrical, plumbing and heating, ventilating and air conditioning systems.

In the event that the need for maintenance or repair of Common Areas as specified herein is caused through the willful or negligent acts of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair (and administrative expenses equal to ten percent (10%) of such costs) shall be added to and become part of the Reimbursement Assessment (as set forth in Section 5.5) to which such Lot or Living Unit is subject.

- (d) REMAINS THE SAME
- (e) REMAINS THE SAME
- (f) REMAINS THE SAME

6.2 **Powers and Authority of the Association.** The Association shall have all the powers set forth in its Articles of Incorporation and its Bylaws, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

- (a) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Lot or Living Unit **for the purpose of maintaining and repairing such Lot or Living Unit as required by this Declaration. As may be otherwise required under this Declaration, any Owner who fails to keep and maintain, repair and replace those areas of their Lot and/or Living Units in a state of good repair (as determined by the prevailing aesthetics and conditions of the other Living Units in the Association) may be subject to the Association maintaining,**

**repairing or replacing such areas of the Lot and Living Unit and being charged the costs thereof, but only upon written notice and a reasonable period of time of the Owner to cure their maintenance and repair obligations as set forth in this Declaration.**

The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulation.

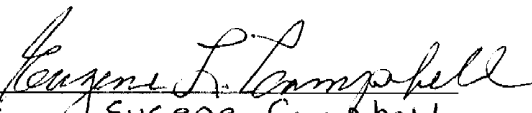
- (b) In fulfilling any of its duties under this Declaration, **including its duties for the maintenance, repair, operation or administration of the Common Areas, Lots and Living Units as stated herein** or in exercising any of its rights to construct, maintain and repair improvements or other work upon any of the Common Areas, **Lots or Living Units** and provided that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon no less than ninety (90) days written notice, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Common Areas on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or to otherwise provide for:
- i. **Construction, maintenance, repair and landscaping of the Common Areas and exterior repairs of Living Units and upon Lots** on such terms and conditions as the Board shall deem appropriate.
  - ii. Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of Declarant, the Association, the members of the Board and the Owners;
  - iii. Such utility services, including (without limitation) water, sewer, trash removal, snow removal, electrical, telephone and gas services, as the Board may from time to time deem desirable;


- iv. The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;
- v. Any services as the Board may deem desirable for the benefit of the Owners of any of the Property; and
- vi. Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.

(c) The Board may delegate by resolution or contract to a Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of One Thousand Dollars (\$1,000.00), nor the power to sell, convey, mortgage, or encumber any Common Areas.

IN WITNESS WHEREOF, The Board of Directors of The Cottages at Temple View Homeowners Association has caused this Amendment to the Declaration to be executed as of the 26 day of August, 2014.

**THE COTTAGES AT TEMPLE VIEW  
HOMEOWNERS ASSOCIATION**

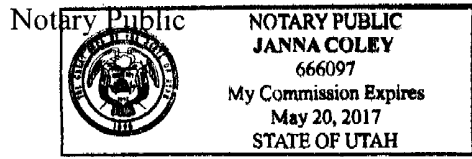
  
By: Eugene Campbell  
Its: President

  
By: Gary Ludwig  
Its: TREASURER

State of Utah )  
County of SALT LAKE ) :ss

Subscribed and sworn to before me by Eugene Campbell on  
the 26 day of Aug, 2014.

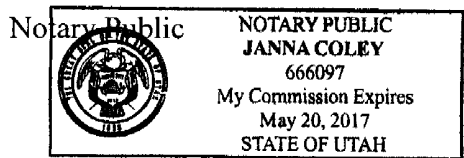
Janna Coley



State of Utah )  
County of SALT LAKE ) :ss

Subscribed and sworn to before me by Gary Ludwig on  
the 20 day of Aug, 2014.

Janna Coley



**EXHIBIT A**

**LEGAL DESCRIPTION**

All Lots and Common Area contained within COTTAGES AT TEMPLEVIEW PH 1 CONDO AMD AND COTTAGES AT TEMPLEVIEW PH 2 CONDO AMD, as recorded in the office of the Salt Lake County Recorder.

First parcel: 27102040010000