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After Recording Return To:

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**AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
COVE POINT**

- A. Certain real property in Salt Lake County, Utah, was subjected to certain covenants, conditions and restrictions pursuant to a Declaration of Covenants, Conditions and Restrictions recorded May 26, 1976, as Entry No. 2818317 in the Recorder's Office for Salt Lake County, Utah, and (among other amendments) an amendment to the Declaration recorded December 4, 1995, as Entry No. 6227569 (the "Declaration").
- B. This amendment shall be binding against the property subjected to the Declaration and any annexation or supplement thereto, described in Exhibit A.
- C. In order to adjust the maintenance responsibilities of the Owners and the Association, the Cove Point Homes Association ("Association") deems it necessary and in the best interests of the Owners to adopt the following amendment.
- D. Pursuant to Article IX, Section 3 of the Declaration (as amended), the undersigned hereby certifies that all of the voting requirements to amend the Declaration have been satisfied and that 67% of the voting interests of the Association have affirmatively approved the adoption of this amendment.

NOW, THEREFORE, the Association hereby amends **Article VI "Exterior Maintenance"** of the Declaration to read as follows:

Section 1. Association. The Association shall not be responsible for maintenance, repair or replacement of the following: dwelling structures upon the Lots or any part of such structures, fences, porches, patios, decks, walkways or driveways except as may be appurtenant to the clubhouse or tennis court area. In addition to maintenance upon the Common Area, the Association shall maintain, repair, replace and care for the following on a Lot: (1) shrubs and trees, except to the extent the Lot Owner is responsible in Section 2 below, (2) grass and sprinkler systems, including within enclosed back yard areas, except that if the gate(s) to such area is locked by an Owner, if dogs are present, or if animal waste is present on the lawn, such Owner shall be responsible for all maintenance, repair and replacement within the enclosed area.

EXHIBIT A
Legal Description

<p>Lots: A2 A5 B1 B3 B4 B6 B7 B8 B9 A10 A11 A15 A16 A17 A18 A25 A26 A27 A28 A33 B12 B13 B14 B19 B20 B21 B22 B23 B24 B29 B30 B31 B32 COVE POINT PHASE 1 according to the official plat thereof as recorded in the office of the Salt Lake County Recorder. First Parcel No: 16-36-306- 021-0000</p>	<p>Lots: C41 C42 C43 C44 C45 C46 C47 C48 C49 C50 C51 C52 C53 C78 C79 COVE POINT PHASE 2 according to the official plat thereof as recorded in the office of the Salt Lake County Recorder. First Parcel No: 16-36-307- 008-0000</p>	<p>Lots: A34 A36 A37 A38 A66 A76 A77 B35 B39 B40 B54 B64 B65 B70 C63 C71 C72 C73 C74 C75 D55 D56 D57 D58 D59 D60 D61 D62 D67 D68 D69 COVE POINT PHASE 3 according to the official plat thereof as recorded in the office of the Salt Lake County Recorder. First Parcel No: 16-36-304- 026-0000</p>
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