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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COVE POINT HOA
3625 COVE POINT DR
SLC UT 84109
BY: DKP, DEPUTY - WI 4 P.

After Recording Return To:

Cove Point HOA3625 Cove Point Drive
Salt Lake City, UT 84109
801-209-0740

**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 recognize the definitions for limited common area included in the Community Association Act and in order to provide for limited common area within the property, to more accurately reflect the maintenance responsibilities of the Owners and the Association, and to provide for a more efficient Declaration amendment process, the Cove Point Homes Association ("Association") deems it necessary and in the best interests of the Owners to adopt the following amendments.

1. **NOW, THEREFORE**, the Association hereby amends **Article I "Definitions"** of the Declaration to add the following entirely new Section 7:

Section 7. "Limited Common Area" means Common Area allocated for the exclusive use of a Lot Owner and shall include those portions of the Properties enclosed by an Association-approved fence for the benefit and use of a Lot Owner. The Board is authorized, without further amendment to this Declaration, to allocate Common Area for the exclusive use of a Lot Owner by permitting such Lot Owner to construct a fence enclosing the area in a similar manner and extent as those portions of the Properties enclosed by an Association-approved fence for the benefit and use of a Lot Owner existing at the time of recording of this Amendment.

2. **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 or Limited Common Area: (1) grass and sprinkler systems, including within enclosed Limited Common 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, (2) snow removal on driveways and walks, and (3) replacement of light bulbs in exterior light fixtures.


Section 2. Lot Owners. Each Lot Owner shall maintain, repair and replace at its sole cost: (1) any porch, patio, deck, walkway or driveway that serves the Owner's Lot exclusively (except snow removal on such walkways and driveways), (2) all parts of the Owner's Lot, including, but not limited to, landscaping and the dwelling structure, and (3) the following on Limited Common Area appurtenant to the Owner's Lot: shrubs, trees, flowers and flowerbeds. The costs of repair and maintenance of fences shared by two Owners shall be split 50/50 between those two Owners. The costs of repair and maintenance of a fence between an Owner's Limited Common Area and the Common Area, or between an Owner's Limited Common Area and the boundary of the Properties, shall be solely the responsibility of the Owner.

Section 3. Approval; Architectural Guidelines. All maintenance, repair, replacement, and any change, carried out by a Lot Owner to any structure or improvement that is visible from another Lot or any road shall be pre-approved in writing by the architectural committee or Board pursuant to Article V of the Declaration and shall be carried out in accordance with the architectural guidelines set forth in the Association's Rules and Regulations from time to time.

Section 4. If a Lot Owner does not comply with the requirements in Sections 2 or 3 above, as ascertained by the Architectural Committee or the Board, the Board shall have the right, but not the duty, upon fifteen days prior written notice to the Lot Owner, to correct such conditions and enter upon such Lot to make such repairs, perform such maintenance or remedy such noncompliance, and the cost of such maintenance, repair or remedy shall be added to and become part of the assessment to which such Lot is subject. In the event that the need for maintenance or repairs is caused through the willful or negligent act of any Owner, his family, guests or invitees, to any portion of the Properties that the Association is responsible to maintain, the cost of such maintenance or repair shall be added to and become part of the assessment to which such Lot is subject.

IN WITNESS WHEREOF, the Cove Point Homes Association has executed this Amendment to the Declaration as of the 21st day of October, 2016.

COVE POINT HOMES ASSOCIATION
a Utah nonprofit corporation

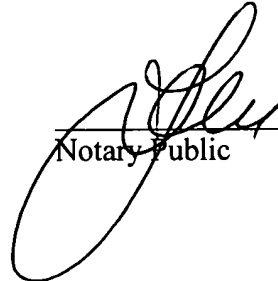
Sign: 

Print Name: G. Reed Petersen

Title: President

State of Utah)
 :SS
County of Salt Lake)

Subscribed and sworn to before me on the 21 day of October, 2016, by
G. Reed Petersen


Notary Public

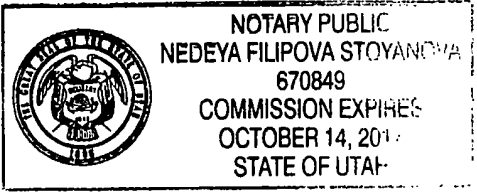


EXHIBIT A
Legal Description

<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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