

When Recorded, Return to:
Cottages at Canyon Heights HOA
8843 Cottage Cove Drive
Cedar Hills, UT 84062

ENT 129706:2009 PG 1 of 3
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2009 Dec 18 1:20 pm FEE 53.00 BY ED
RECORDED FOR KARP, PETER

**THE COTTAGES AT CANYON HEIGHTS
HOMEOWNERS ASSOCIATION, INC.**

Resolution of The Management Committee

LANDSCAPING AND MAINTENANCE RESPONSIBILITIES

PLAT A & B LOTS 1-40

WHEREAS, "The Cottages" is The Cottages at Canyon Heights, a residential unit planned development located in Cedar Hills, Utah, managed by a homeowner's association, and subject to certain covenants, conditions, and restrictions.

WHEREAS, "Declaration" is the *Declaration of Covenants, Conditions and Restrictions for The Cottages at Canyon Heights* recorded at the Utah County Recorder's Office on January 10, 2002 as Entry No. 2362:2000, pages 79-117, containing the aforementioned covenants, conditions, and restrictions.

WHEREAS, "Association" is The Cottages at Canyon Heights Homeowners Association, Inc., a Utah nonprofit corporation.

WHEREAS, "Management Committee" is the Association's Board of Trustees duly elected by the members of the Association to manage, operate, and regulate the affairs of the Association.

WHEREAS, Section 16(c) of the Declaration states that the Management Committee has sole discretion to change any duty or obligation concerning the Areas of Common and Personal Responsibility located within The Cottages.

WHEREAS, in order to add clarity to the Declaration; protect the original intent of the Declarant, as evidenced through communications with the Declarant and the Declarant's ordinary course of business and practice; and to protect all current Association members and prospective purchasers, on September 8, 2008, the Management Committee changed the duties and obligations concerning the Areas of Common and Personal Responsibility.

WHEREAS, the Management Committee now wishes to further clarify and more properly formalize the September 8, 2008 change.

NOW BE IT RESOLVED, that the Management Committee revises the September 8, 2008 change with respect to the duties and obligations contained in Sections 16(a) and (b) of the Declaration as follows:

16. Operation, Maintenance and Alterations. The Lots and Common Areas shall be maintained by the Owners and the Association, respectively, as follows:

a. Area of Common Responsibility. Each Owner shall be responsible to initially landscape the Common Areas surrounding the Owner's Lot as determined and approved by the Management Committee. After the initial landscaping is complete and accepted by the Management Committee, the Association shall maintain, repair and replace, as needed from time to time, the following (referred to herein as the "Area of Common Responsibility"):

i. All common elements and facilities, which are available for the use of all Lot Owners, including but not limited to all physical improvements constructed or installed in the Common Areas;

ii. Except for each Private Yard Area appurtenant to each Lot, all landscaping, green space, sprinkler systems, grass, sod, berms, flower and plant beds, ground cover, trees, shrubs, bushes and other plant life. This includes but is not limited to the:

(A) maintenance of the sprinkling system, including the repair and replacement of sprinkler heads and the water distribution lines as needed;

(B) mowing, edging and trimming of all grass lawns, in the front and side of Lots and all Common Areas, but not in the Private Yard Areas;

(C) pruning of the trees, bushes and shrubs, except those in the Private Yard Areas; and

(D) all planting, fertilizing, weeding and care of the plant life in, on or about the Common Areas and the Lots, except in the Private Yard Areas,

iii. All fences within the Project, excluding the interior surface of fences surrounding Private Yard Areas;

iv. The entryway and monument to the Project;

v. All walkways, and driveways in the Project, excluding only the sidewalks and walkways in the Private Yard Areas; and

vi. Any item not expressly and specifically included in the Area of Personal Responsibility.

b. Area of Personal Responsibility. In addition to initially landscaping the Common Areas surrounding an Owner's Lot as discussed in 16(a) above, each

Owner shall maintain, repair and replace, as needed from time to time, the following (referred to herein as the "Area of Personal Responsibility"):

- i. All portions of such Owner's Dwelling Unit and garage, including, without limitation, the roof, foundation, footings, columns, girders, beams, supports, all exterior surfaces, windows, doors and all interior areas;
- ii. All electrical and mechanical systems within each Owner's Dwelling Unit, including, without limitation, power, telephone, gas, water, sewer, heating and air conditioning systems;
- iii. All fixtures, furnishings, windows, doors, porches, landings, patios, balconies and decks, garage doors and garage door systems located in each Owner's Lot or Dwelling Unit;
- iv. The interior surface of the fence surrounding each Owner's Private Yard Area;
- v. Each Owner's Private Yard Area;
- vi. The steps, porch and landing at the entry to each Owner's Dwelling Unit; and
- vii. All of the other non-landscaping improvements constructed or installed in, on, under or above each Owner's Lot, unless otherwise determined in writing by the Management Committee.

NOW, BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to all Owners at their last known address.

ATTEST:

**The Management Committee of
The Cottages at Canyon Heights Homeowners Association, Inc.**

Date: 12-18-2009

Peter Karp
Peter Karp

Michael Buckley
Michael Buckley

Robert White
Robert White



Mary Ann Passey
November 24, 2010