

After Recording Return to:
JAMES & KNOX, PLLC
P.O. Box 17001
Salt Lake City, Utah 84117

14302914 B: 11526 P: 6286 Total Pages: 6
10/21/2024 12:03 PM By: aallen Fees: \$120.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: JAMES & KNOX, PLLC
2150 S 1300 E STE 500SALT LAKE CITY, UT 841064375

NOTICE OF AMENDMENT AND MODIFICATION OF AREAS OF COMMON RESPONSIBILITY AND PERSONAL RESPONSIBILITY

This Notice of Amendment and Modification of Areas of Common Responsibility and Personal Responsibility (“Notice”) is made and executed on the date evidenced below by the Northpoint Estates Homeowners Association (“Association”) by and through its Management Committee.

RECITALS

A. WHEREAS, certain real property in Salt Lake County, Utah, known as Northpoint Estates Condominiums was subjected to certain covenants, conditions and restrictions pursuant to a Declaration for Northpoint Estates Condominiums on May 6, 1980, which was later superseded and replaced by the Amended and Restated Declaration of Northpoint Estates Condominiums (“Declaration”) recorded on January 18, 2000, as Entry No. 7555619 in the Recorder’s Office for Salt Lake County, State of Utah; as amended by the First Amendment to the Declaration, recorded on October 29, 2013 as Entry No. 11749628 and the Second Amendment to the Declaration, signed December 27, 2023;

B. WHEREAS, Article 12, Sections 12.1 and 12.2 of the Declaration govern the division of maintenance obligations between Areas of Common Responsibility and Areas of Personal Responsibility;

C. WHEREAS, Article 12, Section 12.3, authorizes the Management Committee for the Association (“Management Committee”), to modify the Areas of Common and Personal Responsibility with the prior written consent of at least a Majority of the Total Votes of the Association;

D. WHEREAS, the Management Committee determined that it would be in the best interests of the Association to clarify and simplify some of the provisions regarding the division of maintenance responsibilities set forth in the Declaration, and therefore conducted a vote of the Owners to modify the Areas of Common and Personal Responsibility;

E. WHEREAS, the Management Committee hereby certifies that more than a Majority of the Total Votes of the Association voted in favor of the proposed modification of Areas of Common and Personal Responsibility pursuant to Article 12, Section 12.3 of the Declaration;

F. WHEREAS, the Management Committee further certifies that more than 66.67% of the Total Votes of the Association voted in favor of the proposed modification, pursuant to Article 10, Section 10.1, as required for a general amendment to the Declaration;

AMENDMENT

NOW THEREFORE, pursuant to the terms of the Declaration, the Management Committee hereby executes this Notice and amendment to the maintenance obligations in the Declaration as provided below. This Notice is only intended to modify maintenance, repair and replacement obligations for certain improvements and is not intended to change the character or designation of any improvements as a Unit, Common Area, or Limited Common Area. All terms and representations in the Recitals above are made part of this Notice and are incorporated herein by reference. All capitalized terms herein shall have the same definition and meaning as set forth in the Declaration, unless otherwise explicitly defined herein.

The Areas of Common and Personal Responsibility as defined in Sections 12.1 and 12.2 of the Declaration are hereby modified, pursuant to Section 12.3 of the Declaration, as follows:

12.1 Area of Common Responsibility: The Association will retain responsibility for the following as Areas of Common Responsibility applicable to the Association, including the responsibility to maintain, repair, and replace the following:

12.1.1 All outdoor grounds, common parking areas, common concrete sidewalks, common lighting, perimeter fencing, and roadways which are not appurtenant to or reserved for the exclusive use of a Unit.

12.1.2 All conduits, ducts, plumbing, wiring, chutes, flues, ducts, pipes, bearing walls, bearing columns, or other fixtures or elements serving more than one Unit, and all utility connections from the point at which the utility connection exits from the exterior building envelope and/or footprint of a Unit (regardless of whether such utility connections serve a single unit or multiple units).

12.1.3 All roofs, including sheathing, weather barrier (or other underlayment), shingles, and roof-related flashing.

12.1.4 All exterior walls, including sheathing, weather barrier (or other underlayment), siding (or other exterior finish material), and paint.

12.1.5 All rain gutters, including downspouts and flashing related to gutters or downspouts.

12.1.6 All portions of chimneys located on the exterior of a Unit, including flashing and other materials relating to the penetration through the exterior building envelope.

12.1.7 All foundations, columns, girders, trusses, beams, supports, exterior walls, and roofs which are shared or connected to more than one Unit or which serve more than one Unit.

12.1.8 All window wells on the exterior of a Unit.

12.1.9 All driveways, including routine snow removal for driveways and snow removal for one entry point per Unit.

12.1.10 Maintenance, repair, and replacement of all landscaping and of all Common Areas not expressly designated above as Areas of Personal Responsibility.

12.1.11 Other parts of the project in common use or available for common use by all Owners.

12.2 Area of Personal Responsibility: Unit Owners will have responsibility for the following Areas of Personal Responsibility, including the responsibility to maintain, repair, and replace the following:

12.2.1 All maintenance, repair, replacement, or other alteration of any exterior deck, including stairs, railings, footings, structural supports, or any other components constituting any part or portion of a deck (“Deck”) which is attached or appurtenant to a Unit for the exclusive use of that Unit, regardless of whether such Deck is formally designated as Limited Common Area, Common Area, or Unit, will be the sole responsibility of the Owner of the Unit to which the deck is attached or appurtenant. This provision shall be effective without regard to whether a Deck was part of the original base construction of the Unit, or whether the Deck was an addition subsequent to the original construction of the Unit. Notwithstanding the designation of Decks as Areas of Personal Responsibility, Decks may not be changed, improved, or altered without first obtaining written approval of the Management Committee.

12.2.2 In addition to the changes set forth above pertaining to Decks, the following shall be Areas of Personal Responsibility applicable to Unit Owners, including responsibility to maintain, repair, and replace the following:

12.2.2.1 All interior portions of a Unit (as defined in the Declaration), including but not limited to interior surfaces of walls, ceilings, and floors forming the boundaries of the Unit and any structural elements not shared or connected with any other Unit, and exclusively serving the Unit.

12.2.2.2 All exterior windows, window frames, skylights, skylight framing exclusively serving a Unit, and all flashing and weather stripping relating to the above improvements. This includes painting and/or staining of exterior portions of windows and window frames as needed.

12.2.2.3 All exterior doors and doorframes (including regular doors, sliding doors and garage doors) exclusively serving a Unit, and all flashing and weather stripping relating to the above improvements. This includes painting and/or staining of exterior portions of doors and door frames as needed.

12.2.2.4 Any cabinetry, plumbing fixtures, electrical fixtures, water heaters, heating equipment, air conditioners, lighting fixtures, disposal equipment, and appliances serving a particular Unit, including any utility connections related thereto at the point at which the utility connection enters the Unit (including all utilities located within the framing of the Unit) and/or footprint thereof.

12.2.2.5 Any portion of a chimney located on the interior of a Unit.

12.2.2.6 All external improvements to a Unit which do not comprise part of the building envelope of the Unit (generally defined as roofing and siding materials), except as set forth in Section 12.1 above, including but not limited to:

- i. Exterior Stairs
- ii. Decks
- iii. Railings
- iv. Stoops
- v. Porches
- vi. Doorsteps
- vii. Balconies
- viii. Wooden, concrete, brick, or cobblestone patios or walks serving only one Unit
- ix. Privacy walls, gates and fences
- x. Exterior shutters
- xi. Awnings

The maintenance, repair, and replacement obligations set forth above shall include the cost of all materials, supplies, labor, or services incurred in performing the needed maintenance, repairs, or replacement which shall be borne by the Owner of the Unit.

Notwithstanding the designations above as Areas of Personal Responsibility, any of the above improvements which are on the exterior of a Unit or which are visible from the exterior of the Unit may not be changed, improved, or altered without first obtaining written approval of the Management Committee.

The maintenance, repair, and replacement responsibilities set forth in this Notice shall be effective without regard to who constructed the relevant improvement, when the relevant improvements were constructed, whether a particular improvement was part of the original base

construction of the Unit, or whether a particular improvement was an addition to a Unit subsequent to the original construction of the Unit.

IN WITNESS WHEREOF, the Northpoint Estates Homeowners Association has executed this Notice and Amendment to the Declaration on this 6th day of September, 2024.

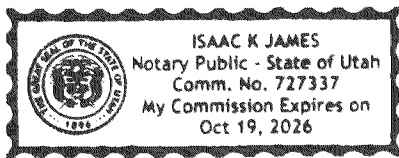
NORTHPOINT ESTATES HOMEOWNERS ASSOCIATION:

Joel Deaton
Print Name: Joel L. Deaton
Its Chairman

Mark Passey
Print Name: MARK PASSEY
Its Secretary

STATE OF Salt Lake)
)
) :SS
County of Salt Lake)

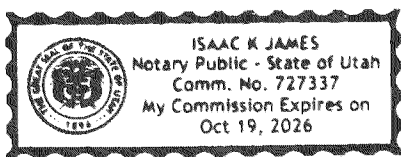
On the 6th day of September, 2024, personally appeared before me Joel L. Deaton who, being first duly sworn, did that say that they are the Chairman of the Association and that the foregoing instrument was signed in behalf of said Association by authority of its Management Committee; and acknowledged said instrument to be their voluntary act and deed.



Isaac K. James
Notary Public

STATE OF Utah)
)
) :SS
County of Salt Lake)

On the 6th day of September, 2024, personally appeared before me Mark Passey who, being first duly sworn, did that say that they are the Secretary of the Association and that the foregoing instrument was signed in behalf of said Association by authority of its Management Committee; and acknowledged said instrument to be their voluntary act and deed.



Isaac K. James
Notary Public

EXHIBIT A

Legal Description

All Units in the Northpoint Estates Condo Amd Subdivision, including Parcel Numbers 09-30-452-002-000 through 09-30-452-050-0000; and

All Units in the Northpoint Estates Condo 2nd Amd Subdivision, including Parcel Numbers 09-30-452-051-0000 through 09-30-452-052-0000.