

**WHISPERING WILLOWS PLAT G, LOTS 22-46, WHISPERING WILLOWS  
HOME OWNERS ASSOCIATION**

**ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

AN ADDENDUM TO THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 1st day of Nov, 2006, by Whispering Willows, LLC., a Utah Limited Liability company("Declarant").

**WITNESSETH:**

WHEREAS, Whispering Willows, LLC., made, executed and caused to be recorded, as Declarant, that certain Supplemental Declaration of Covenants, Conditions and Restrictions dated October 30, 2006 and recorded among the Utah County Recorder's Office, Entry #144692:2006, page 1 of 29, pursuant to which the Declarant subjected all that property described in the Supplemental Declaration (the "Property") and Declarant formed an association known as Whispering Willows HOA.

**ADDENDUM**

1.1 **Common Area.** The Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Area, including, without limitation, snow removal from the streets for all Lots and snow removal from the streets and sidewalks for all Townhouse Lots.

1.2 **Townhouse Lots.** The Association shall provide exterior maintenance upon each Townhouse Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roof, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. In the event that the need for maintenance or repair of a Townhouse Lot or the improvements thereon is caused by the willful or negligent acts of an Owner or through the willful or negligent acts of the family, guests, invitees or Lessees of the Owner of the Townhouse Lot needing such repair, the cost of such maintenance and repair shall be added to and become part of the assets to which such Townhouse Lot is subject in this Declaration.

(a) **Owner's Responsibility.** Owners are responsible for the cleaning and maintenance of air conditioning units, all glass surfaces, windows and window screens. Any repair and maintenance work must be as the original, or approved in advance, by the ARC. Owner's are also responsible for all interior components of their Townhome.

2.1 **General Provisions Regarding Party Walls.** Each wall which is built as a part of the original construction of the Townhouse Lots upon the Properties and placed on the dividing line between Townhouse Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party wall and liability for property damage due to negligence or willful acts or omission shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make sue of the wall in proportion to such use. However, if one Owner is negligent or willfully damages a party wall, that Owner shall bear the whole cost of repairing the wall. If a party wall is destroyed or damaged by fire or other casualty,

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any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use with prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

In all other respects, the Supplemental Declaration, as revised, remains unchanged.

WITNESS the hand and seal of Whispering Willows, LLC., on the day herein above first written.

WITNESS/ATTEST;

DECLARANT

By: Whispering Willows, LLC  
Its Managing Member

By: [Signature]  
Rick Salisbury

ATTEST:

STATE OF UTAH            )  
  ss.  
COUNTY OF UTAH        )

The foregoing instrument was subscribed and sworn to before me this 2<sup>nd</sup> day of November 2006, by Rick Salisbury of Whispering Willows, LLC



[Signature]  
Notary Public

My commission expires 11-3-09