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ERNEST D ROWLEY, WEBER COUNTY RECORDER
23-DEC-13 910 AM FEE \$107.00 DEP TOT
REC FOR: MEADOWS AT WEST HAVEN HOA

WHEN RECORDED RETURN TO:
VIAL FOTHERINGHAM LLP
602 East 300 South
Salt Lake City, UT 84102

**SECOND AMENDMENT TO THE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE MEADOWS AT WEST HAVEN
A PLANNED RESIDENTIAL UNIT DEVELOPMENT**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE MEADOWS AT WEST HAVEN A PLANNED RESIDENTIAL UNIT DEVELOPMENT is made and executed on the date set forth below and shall be effective upon recording in the Weber County Recorder's Office.

RECITALS

A. Certain real property in Weber County known as The Meadows at West Haven was subjected to certain covenants, conditions, and restrictions as contained in the Declaration of Covenants, Conditions and Restrictions of The Meadows at West Haven a Planned Residential Unit Development, recorded in the Recorder's Office for Weber County, Utah on November 10, 2004 as Entry No. 2067610 ("Declaration");

B. The Declaration was first amended by an instrument recorded as Entry No. 2589590 with the Weber County Recorder's Office on August 7, 2012.

C. This Second Amendment shall be binding against the property described in "Exhibit A";

D. This Second Amendment is intended to: (1) subject the Association to the Utah Community Association Act's ("Act") property insurance requirements pursuant to U.C.A. §57-8a-402(4)(a).

E. Prior to the recording of this Second Amendment, the Declaration required Owners to purchase full fire and casualty insurance coverage for the Living Unit and garage located on the Owners' Lots. Due to the multi-residential nature of the Property which contains shared walls, roofs, siding, etc., the Association believes it is in its best interests to conform to the Act's property insurance provisions in order to ensure that all Living Units and Lots are properly insured.

F. This Second Amendment is also intended to clarify the maintenance responsibilities between the unit owners and the Association; and allow the Association to send official notices to its owners via e-mail as provided by U.C.A. §57-8a-214.

G. Pursuant to Section 13.02 of the Declaration, owners representing more than 50% of the total votes of the Association have approved this Second Amendment. No first mortgagees have requested notice as outlined in Section 11.04 of the Declaration.

Amendment #1

Article III, Section 3.05 of the Declaration is hereby amended to read as follows:

3.05 Unit Maintenance. Each Owner shall at his own cost and expense, maintain, repair, paint, repaint, tile, wallpaper or otherwise refinish and decorate the interior surface of the walls, ceilings, floors, windows and doors forming the boundaries of his Unit and all walls, ceilings, floors, windows and doors within such boundaries. In addition to decorating and keeping the interior of his Unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dishwasher, disposal equipment, range or other appliances or fixtures that may be in or connected with his Unit. Moreover, each Owner shall at his own cost and expense maintain, repair, and replace individual utility lines (including but not limited to water, gas, sewer, electricity, etc.) servicing the Unit from the point the utility line connects from the main common line, regardless of whether the utility line lies within the boundaries of the Residential Unit or Lot. Each Unit shall be maintained so as not to detract from the appearance of the Project and so as not to affect adversely the value of any other Unit.

Amendment #2

Article IV, Section 4.01(d) of the Declaration is hereby amended to read as follows:

4.01(d) In addition to the maintenance of the Common Areas, the Association shall also provide and be responsible for snow removal from all private roadways, sidewalks in the Common Areas and sidewalks and driveways located within Residential Lots and the exterior maintenance and upkeep of each of the Residential Lots subject to assessment hereunder as follows: water, mow, cut, prune and replace as needed all lawns, trees, shrubbery, flowers and other landscaping features located on any portion of a Lot which lies between the boundaries of the Lot and the extremities of the Living Unit located thereon. In addition, the Association shall also provide and be responsible for the maintenance of the exterior of the Living Units including the maintenance, repair, and replacement of the roof and exterior siding of the Units, including the fascia and soffit, and the maintenance of the exterior of all garages within the Project. In addition, the Association shall provide the maintenance, repair, and replacement of the patios, porches, steps, and driveways located on a Lot. Moreover, the Association shall provide for proper maintenance, upkeep, and repair of the swimming pool and clubhouse for the benefit of the Owners. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the Owner shall be obligated to immediately reimburse the Association for the cost thereof. The Owner's obligation to reimburse the Association for the cost of such maintenance or repairs shall be secured by a lien against the Owner's Lot in the same manner as provided in Article V below with respect to Monthly Assessments and Special Assessments.

Amendment #3

Article IV, Section 4.03 of the Declaration is hereby amended to read as follows:

4.03 Duties and Maintenance by the Owners. Each Owner shall keep the Lot owned by him, and all improvements thereon free of debris all in a manner consistent with good property management, and so as not to detract from the appearance of the Property or to affect adversely the value or use of any other Lot or Living Unit. Each Owner shall be responsible for the snow removal on the patio, porch, and steps located upon his Lot; however, the Association shall be responsible for the repair and replacement of the patios, porches, and stairs on the Lots.

Amendment #4

Article IX is hereby amended as indicated below:

Sections 9.04 and 9.05 of the Declaration are hereby amended to read as follows:

9.04 Property Insurance.

- (1) Hazard Insurance. The Association shall maintain a blanket policy of property insurance covering the entire Property, including the Common Area and all buildings including all Living Units, fixtures, and building service equipment.
 - (a) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or an "all inclusive" insurance policy as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Living Unit or any Limited Common Area or otherwise permanently part of or affixed to Common Areas, Living Units, or Limited Common Areas, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.
 - (b) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.
 - (c) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Living Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.
 - (d) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; or (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must

include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

- (e) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement", if available, and (ii) "Building Ordinance or Code Endorsement", if available (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction).
- (2) Owners Insurance and Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:
- (a) the Association's policy provides primary insurance coverage;
 - (b) notwithstanding Subsection (a) above, and subject to Subsection (c) below:
 - i. the Owner is responsible for the Association's policy deductible; and
 - ii. the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible;
 - (c) An Owner that has suffered damage to any combination of the Living Unit or Limited Common Area appurtenant to the Living Unit ("Living Unit Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy ("a Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Living Unit Damage ("Living Unit Damage Percentage") for that Living Unit to the amount of the deductible under the Association's property insurance policy; and
 - (d) If an Owner does not pay the amount required under Subsection (b) above within thirty (30) days after substantial completion of the repairs to, as applicable, the Living Unit or the Limited Common Area appurtenant to the Living Unit, the Association may levy an assessment against the Owner for that amount.
- (3) Association's Obligation to Maintain Property Insurance Deductible. The Association shall maintain an amount equal to the Association's property insurance policy or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible, if any is purchased.
- (4) Association's Right to Not Tender Claims Under the Deductible. If, in the exercise of its business judgment, the Board determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage up to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss up to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

- (5) Notice Requirement for Deductible. The Association shall provide notice to each Owner of the Owner's obligation under Subsection (2) above for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

9.05 Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or mortgagee.

Sections 9.06 through 9.10 are added to the Declaration as follows:

9.06 Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and liability insurance policies.

9.07 Association's Right to Negotiate Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy are payable to an insurance trustee if one is designated, or to the Association, and shall not be payable to a holder of a security interest. An insurance trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Living Units. Each Owner hereby appoints the Association, or any insurance trustee, as attorney-in-fact for the purpose of negotiating all losses related thereto, including the collection, receipt of, and appropriate disposition of all insurance proceeds; the execution of releases of liability and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors, or assigns of an Owner.

9.08 Applicable Law. This Declaration is specifically subjecting the Association and the Owners to the insurance requirements and provisions provided in the Act at §57-8a-401 through 407, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to the Project shall apply to this Association.

9.09 Payment of Premiums. The premiums for any insurance obtained by the Association pursuant to this Declaration shall be included in the budget for the Association and shall be paid by the Association through assessments.

9.10 Owners Insurance. Nothing herein shall be interpreted to prevent an Owner from purchasing any additional insurance at the Owner's own expense.

Amendment #5

Article XIII, Section 13.01 of the Declaration is hereby amended to read as follows:

13.01 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be delivered personally, by email, or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Lot or posted on the front door of the Residential Unit. Any notice so deposited in the mail shall be deemed delivered when deposited in the United States mail. Any notice delivered by email shall be deemed delivered when sent. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners. Notice by email is not proper notice if an Owner sends a written request to the Association stating that the Owner will not accept notices by email. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the Managing Agent. If there is no Managing Agent then notice may be delivered or mailed to the President of the Association. Any notice required or permitted to be given to the Design Committee may be given by delivering or mailing the same to the Managing Agent. If there is no Managing Agent then notice may be delivered or mailed to any member of the Design Committee.

CERTIFICATION

The foregoing amendments to the Declaration were duly approved by more than a majority of the Owners of THE MEADOWS AT WEST HAVEN HOME OWNERS ASSOCIATION, INC. as required by Section 13.02 of the Declaration.

EXECUTED this 12 day of December, 2013.

[Signature]
President

[Signature]
Secretary

STATE OF UTAH)
) SS:
COUNTY OF WEBER)

On the 12th day of December 2013, personally appeared before me Derek Hardy and Brenda Fisher. Who by me being duly sworn, did say that they are the President and Secretary of The Meadows at West Haven Home Owners Association, Inc., and that the foregoing instrument was approved by at least a majority of the Owners of said Homeowners Association.

[Signature]
Notary Public

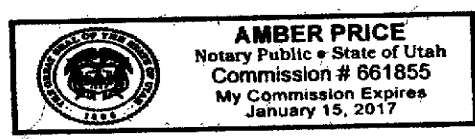


EXHIBIT A

Parcel Numbers and Legal Descriptions

(86 TOTAL LOTS)

MEADOWS AT WEST HAVEN PHASE 1, (THE) A PUD, WEST HAVEN CITY, WEBER COUNTY, UTAH. LOTS 1A THRU 43B (42 Lots)

Parcel Numbers: 08-427-0001 THRU 08-427-0042

JMP

THE MEADOWS AT WEST HAVEN PHASE 2, A PUD. LOTS 44A THRU 87D (26 Lots)

Parcel Numbers: 08-443-0001 THRU 08-443-0026

JMP

MEADOWS AT WEST HAVEN PHASE 2, A PUD, (THE) WEST HAVEN CITY, WEBER COUNTY, UTAH. LOTS 56A THRU 73B (18 Lots)

Parcel Numbers: 08-444-0001 THRU 08-444-0018

JMP