

After Recording Return To:

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS**

Serial Nos.: 09-382-0001 through 09-382-0043

**This Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Village at Valley Meadow Town Home Association, A Planned Unit Development (“Declaration”) is executed on the date set forth below by The Village at Valley Meadow Town Home Owners Association (“Association”).**

RECITALS

A. Real property in Davis County, Utah, known as The Village at Valley Meadow was subjected to covenants, conditions, and restrictions pursuant to the Declaration recorded September 24, 2010, in the Davis County Recorder’s Office as Entry No. 2554758;

B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

C. The purpose of this Amendment is to clarify and further define the maintenance, repair, and replacement responsibilities of the Association and Owners;

D. All capitalized terms in this amendment shall have the same meaning as given to them in the Declaration;

E. The President and Secretary certify that Owners representing two-thirds majority affirmatively approved this Amendment. The President and Secretary also certify that the Declarant holds no class B membership in the Association, therefore the Declarant;

**NOW, THEREFORE**, the Association, by and through its Board, hereby amends the Declaration as follows:

**Declaration Article IV, Section 4.2(b) shall be amended to add paragraph (8), which shall read as follows:**

(8) The Association shall also maintain, repair, and replace the exterior finished surfaces of the walls, soffit, fascia, and roofs of the Dwellings. The Association’s maintenance, repair, and replacement responsibility shall not extend to any component not expressly stated in this paragraph. By way of illustration and not limitation, the Association shall not be responsible for exterior doors, door frames, door jambs, door hardware, thresholds and any weatherproofing required for the exterior doors; garage doors, garage door casing and moldings, garage door hardware and openers; windows, window frames, window casings, window

hardware, and weatherproofing required for the windows; exterior light fixtures, exterior electrical outlets, light bulbs; plumbing vents; HVAC installations; and electrical installations.

**Declaration Article V, Section 5.10 shall be amended to add the following sentence to the end which shall read as follows:**

“Assessments not paid within 10 days after the due date established by the Board will be late and subject to a late fee established by rule. Late fees may only be charged once per missed payment.”

**Declaration Article VII, Section 7.1(m) shall be amended in its entirety to read as follows:**

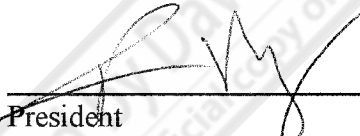
(m) Roof and materials shall be architectural grade asphalt shingles or other high quality roofing materials.

**Declaration Article XII, Section 12.2 shall be amended in its entirety to read as follows:**

12.2. Owner Maintenance of Dwelling. Unless otherwise assigned to the Association, all maintenance, repair, and replacement of the Dwelling and improvements shall be the sole responsibility of the Owner thereof, who shall maintain such Dwelling in good repair and in accordance with the Declaration and rules and regulations. Maintenance responsibility shall include, by way of illustration only: all interior and structural components; exterior doors, door frames, door casings, door jambs, door hardware, thresholds, and any weatherproofing required for the exterior doors; garage doors, garage door casing and molding, garage door hardware and openers; windows, window frames, window casing, window hardware, any weatherproofing required for the windows; driveways, walkways, patios, or any other concrete adjoining the dwelling; exterior light fixtures, exterior electrical outlets, light bulbs; HVAC installations; plumbing installations; electrical installations; and any other component of the Limited Common Area or Lot not expressly assumed by the Association.

IN WITNESS WHEREOF, the Association, by and through its President and Secretary, has executed this Amendment to the Declaration as of the 3 day of SEPTEMBER, 2016.

**THE VILLAGE AT VALLEY MEADOW TOWN HOME OWNERS ASSOCIATION, INC.**

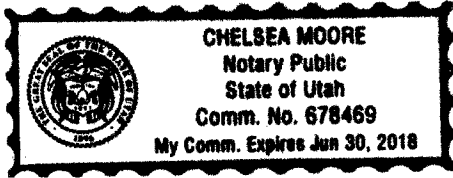
  
\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

STATE OF UTAH            )  
                                      ):SS  
County of DAVIS        )

On the 3 day of September, 2016, personally appeared TOMAS VILLEGAS  
\_\_\_\_\_ and \_\_\_\_\_ who, being first duly sworn, did that say that they are the President and Secretary of the Association and that the seal affixed to the foregoing

instrument is the seal of said Association and that said instrument was signed and sealed in behalf of said Association by authority of its Board; and each of them acknowledged said instrument to be their voluntary act and deed.



  
\_\_\_\_\_  
Notary Public for Utah

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**EXHIBIT A  
LEGAL DESCRIPTION**

UNITS 1 THROUGH 42 AND COMMON AREA, VILLAGE AT VALLEY MEADOWS PUD  
AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD WITH THE DAVIS  
COUNTY RECORDERS OFFICE, UTAH.

Parcel IDs: 09-382-0001 through 09-382-0043

