

3047142
BK 6856 PG 792

E 3047142 B 6856 P 792-798
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
9/25/2017 1:38:00 PM
FEE \$86.00 Pgs: 7
DEP eCASH REC'D FOR HELGESEN HOUTZ & JOHNSON

AMENDMENT
TO THE
RESTATED AND AMENDED DECLARATION OF
COVENANTS, CONDITIONS, AND
RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
FLORENTINE TOWNS

June 2017

**AMENDMENT
TO THE
RESTATED AND AMENDED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
FLORENTINE TOWNS**

This Amendment to the Restated and Amended Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements For Florentine Towns ("Amendment") is made and approved on the date shown below after being voted on and approved by the Owners of Lots in Florentine Towns.

RECITALS

WHEREAS, Florentine Towns was created by recording a Declaration of Covenant's Conditions, and Restrictions of Easements for Florentine Towns ("Enabling Declaration") in the office of the Davis County Recorder on October 23, 2007 as entry number 2315420; and

WHEREAS, the Enabling Declaration, and any amendments to the Enabling Declaration, were restated and replaced by the Restated and Amended Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements for Florentine Towns ("Restated Declaration"), which was recorded in the office of the Davis County Recorder on February 17, 2016 as entry number 2921144; and

WHEREAS, the property that is the subject of this Amendment is situated in and upon that certain real property located in Davis County, State of Utah, as specifically described in Exhibit "A," attached hereto and incorporated herein by this reference, and including the Common Area that is appurtenant to each Lot as shown on the plat maps for Florentine Towns, as recorded in the office of the County Recorder for Davis County, State of Utah. There are 59 Lots at Florentine Towns; and

WHEREAS, the Florentine Towns Homeowners Association ("Association") is responsible for the enforcement of the provisions of the Restated Declaration, amendments to the Restated Declaration, and the Association's Bylaws (collectively referred to as the "Governing Documents"); and

WHEREAS, the Lot Owners desire to preserve and protect the aesthetics of the Association by placing restrictions on and requirements for any solar panels that are installed anywhere on the Properties; and

WHEREAS, the Lot Owners desire to amend the Governing Documents to preserve and enhance the quality of life at Florentine Towns.

NOW THEREFORE, the Owners of Lots within Florentine Towns hereby amend the Governing Documents recorded against the real property located in Davis County, Utah, known as Florentine Towns and more fully described on Exhibit "A" attached hereto. If there is any conflict between this Amendment and the Governing Documents, this Amendment shall control.

This Amendment shall become effective upon recording and shall be controlling in the event of a conflict between this Amendment and any provision in the Restated Declaration or any amendment thereto. Unless defined in this Amendment, the capitalized terms used herein shall have the same meaning as defined in the Restated Declaration. The Florentine Towns Governing Documents are hereby amended as follows:

AMENDMENT

ARTICLE I SOLAR PANELS

- 1.1 **Installation Conditions.** Owners of Lots within Florentine Towns may install solar panels on the roof of their Unit only upon receiving prior written approval from the Board. Installation of solar panels must comply with the following requirements:
- a. The installation of solar panels constitutes an exterior modification that impacts the appearance of Units within Florentine Towns as well as maintenance costs incurred by the Association. Accordingly, plans and specifications showing the nature, kind, height, materials, color, specific location and the licensed installer of proposed solar panels must first be submitted to and approved in writing by the Architectural Review Committee before any solar panel installation work commences.
 - b. Solar panels may only be installed on the roof of a Unit and may not extend beyond the roof line of the Unit.

- c. The installation must be as inconspicuous as possible so as to blend with the existing roof elevation. The use of low profile mounting brackets is encouraged.
- d. Solar panels must be black in color (or, upon written approval from the Architectural Review Committee, must match the color or shade of the existing shingles).
- e. The Unit Owners must obtain all applicable permits prior to the start of any solar panel installation.
- f. Solar panels must be installed in accordance with applicable building codes and city ordinances.
- g. As required by Utah law (Utah Administrative Code R156-55a-301) solar panels must be installed by a Utah licensed "solar photovoltaic contractor" who is currently certified by the North American Board of Certified Energy Practitioners (NABCEP).
- h. Solar panels must be properly maintained, repaired, and replaced at the Owner's sole expense.
- i. If at any time a solar panel on a Unit ceases to function, is damaged, or is broken or disfigured, the Unit Owner shall promptly replace the solar panel or remove it from the roof, repair any damage to the roof and restore the roof to its original appearance.

12 **Roof Damage.** Pursuant to Article XII, Section 12.6 of the Restated Declaration, as well as ¶2 of the Maintenance and Responsibility Chart (attached to the Restated Declaration as Exhibit "C"), the Association will cover a portion of the expenses related to roof replacement. However, the Association will not pay any expenses related to roof damage or repairs caused by or related to the installation, existence or removal of solar panels. All expenses related in any manner to the existence of solar panels which are incurred during or in relation to roof replacement, including but not limited to electrical connections or disconnections, power outages, panel removal and safe storage, panel re-installation, roof damage, and panel damage, are the responsibility of the Owner of the Unit upon which the solar panels are located.

13 **Roof Restoration.** The Association shall not be responsible for any damage to a roof, the Unit, or any other property caused by solar panel installation, existence or removal. When solar panels are removed from a roof, the Owner removing the solar panels will be solely

responsible for all costs and expenses associated with such removal, including the costs and expenses associated with repairing any holes or other damage to the roof.

- 14 **Purchase of a Unit With Solar Panels.** When a Unit is purchased on which solar panels have been installed, the purchasing Unit Owner is responsible for any and all costs and expenses associated with the maintenance, removal or repair of the solar panels. The purchasing Unit Owner shall also be responsible for all roof repair or restoration costs described in this Amendment. If solar panels have been removed before the Unit was purchased, the purchasing Owner shall be responsible for all costs and expenses associated with any damage caused by or resulting from the installation, existence or removal of the solar panels.
- 15 **Definition.** As used herein the term "Solar Panel" shall mean a panel designed to absorb the sun's rays as a source of energy for generating electricity or heating.
- 16 **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

[Signature on Next Page]

CERTIFICATION

It is hereby certified that Owners holding at least two-thirds (67%) of the Total Votes of the Association have voted to approve this Amendment

IN WITNESS WHEREOF, this 18 day of September, 2017.

Florentine Towns Homeowners Association

By Margaret G. Orlando
President

STATE OF UTAH)
 Davis)ss.
COUNTY OF ~~WEBER~~)

On this 18 day of September, 2017, personally appeared before me, Margaret Orlando, who, being by me duly sworn, did say that (s)he is President of the Florentine Towns Homeowners Association and that the within and foregoing document was signed as an officer of the Association and in behalf of said Association and (s)he duly acknowledged to me (s)he executed the same.

Kaylene Pace
Notary Public

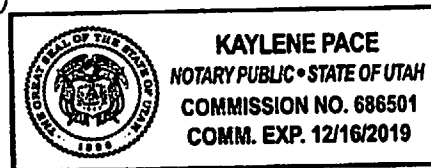


EXHIBIT "A"

LEGAL DESCRIPTION FLORENTINE TOWNS

The land referred to in the foregoing document as Phase 1 of Florentine Towns is located in Davis County, Utah and more particularly described as follows:

All that land in the State of Utah, County of Davis, City of Centerville, being part of the Southwest Quarter of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, also being part of Lot 4 and Lot 3, of Block 21, BIG CREEK PLAT, CENTERVILLE TOWNSITE, more particularly described as follows:

Beginning at a point N00°05'53"W 1269.18 feet along the Section Line and West 7.07 feet from the South Quarter Comer of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian; and running thence S00°09'00"E 306.80 feet to the extension of the Northerly Boundary Line of Florentine Villas Subdivision; thence S89°52'36"W 427.51 feet along the said extension and Northerly Boundary Line to the Northwest Comer of Lot 44 of said Florentine Villas Subdivision; thence S00°09'00"E 136.63 feet to the Northeast Comer of Lot 35 of said Florentine Villas Subdivision; thence S89°52'36"W 442.75 feet along the Northerly Boundary Line of said Florentine Villas Subdivision and the Northerly Boundary Line of Second Amendment of Lot "A" of Florentine Villas Subdivision to the Easterly Right-of-Way Line of 400 West; thence N00°04'53"W 443.43 feet along said Easterly Right-of-Way Line to the Southerly Boundary Line of the Centerville Wal-Mart; thence, along said Southerly Boundary Line, N89°52'36"E 869.73 feet to the point of beginning.

Contains 7.515 Acres

All of Lots 1 through 60, Florentine Towns Amended, Centerville City, Davis County, Utah (02-223-0001 through 0060; 02-235-0025 through 0039)