

WHEN RECORDED, RETURN TO:  
WESTERN MANAGEMENT ASSOC.  
4252 So. Highland Drive #105  
Salt Lake City, Utah 84124

**RETURNED**  
**APR 26 2019**

## NOTICE OF OWNER MAINTENANCE OBLIGATION

### BE IT KNOWN TO ALL OWNERS, BUYERS AND TITLE COMPANIES that:

Pursuant to the Declaration of Florentine Towns Development, this is a notice of Owner Maintenance Obligation upon Sale of a Unit in Florentine Towns that will run with the land.


### FLORENTINE TOWNS Owner Maintenance Obligation

**This Notice of Owner Maintenance Obligation is adopted pursuant to the Amended and Restated Declaration for Florentine Towns recorded February 17, 2016, and the Amendment to the Restated Declaration recorded September 25, 2017 and will run with the land in perpetuity.**

1. All the covenants, conditions and restrictions set forth in Article 7, Common Area, Capital Improvements & Maintenance shall apply.
2. Any Owner who has or elects to install or attach any equipment (such as but not limited to a Satellite Dish, Cable Installation, TV Antenna, Solar Panels, if approved), to the roof or the exterior building structure agrees to remove when needed any such items and make any and all necessary repairs at his sole expense, to the roof and/or building structure needed to bring building back to original condition prior to any sell of the unit to a new purchaser.
3. All owners agree to abide by the included Exhibit C Maintenance Chart taken from the Declaration, and to perform any work required by the Association in a timely manner. Any work required and not completed by the homeowner prior to any sell of the property will fall to the buyer.
4. Owners who do not comply with this notice will be assessed a \$500.00 fine at closing along with the anticipated cost to have the work performed by a licensed contractor and/or the new purchaser of the unit will be responsible for any such repairs needed to do the same.
5. Seller shall enter into a written agreement (of which a copy shall be delivered to the association) at closing with the purchaser to assume the obligation of maintenance going forward, if the equipment is not removed or work required not completed prior to the sale and closing of the unit.

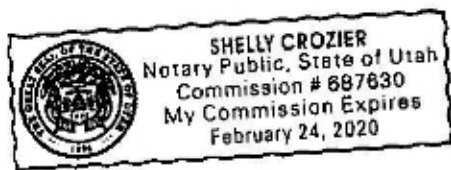
DATE: April 15, 2019

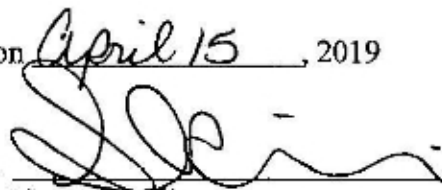
FLORENTINE TOWNS  
HOMEOWNERS ASSOCIATION

  
By: Richard Harman/Western Management Assoc.  
It's: Authorized Agent

STATE OF UTAH            )  
                                      :SS  
COUNTY OF SALT LAKE )

Subscribed and sworn to before me on April 15, 2019



  
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  $N00^{\circ}05'53''W$  1269.18 feet along the Section Line and West 7.07 feet from the South Quarter Corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian; and running thence  $S00^{\circ}09'00''E$  306.80 feet to the extension of the Northerly Boundary Line of Florentine Villas Subdivision; thence  $S89^{\circ}52'36''W$  427.51 feet along the said extension and Northerly Boundary Line to the Northwest Corner of Lot 44 of said Florentine Villas Subdivision; thence  $S00^{\circ}09'00''E$  136.63 feet to the Northeast Corner of Lot 35 of said Florentine Villas Subdivision; thence  $S89^{\circ}52'36''W$  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  $N00^{\circ}04'53''W$  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,  $N89^{\circ}52'36''E$  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; ~~02-223-0025 through 0039~~)

# **EXHIBIT "C"**

## **MAINTENANCE CHART**

## MAINTENANCE AND RESPONSIBILITY CHART

The following chart shows the division of responsibility for maintenance, repair, and replacement of property between the Florentine Towns Homeowners Association and the Unit Owners. Please refer to Florentine Towns CC&Rs for specific explanations.

	<b>EXTERIOR</b>	<b>HOA</b>	<b>OWNER</b>
*1.	Maintenance and repair of roof (for damages covered by individual HO6 and HOA Master Insurance Policies see p. 2, *25).	X	X
*2.	Replacement of roof (shingles, felt, and plywood) due to normal wear and tear.	X	
3.	Maintenance, repair, and replacement of Florentine Towns Monument.	X	
4.	Maintenance, repair, and replacement of outside secondary water spigots.	X	
5.	Maintenance, repair, and replacement of driveways, front steps, porches, and individual walkways.		X
6.	Maintenance, repair, and replacement of rain gutters and down spouts.		X
7.	Maintenance, repair, and replacement of concrete foundations and patios.		X
8.	Maintenance, repair, and replacement of doors, hinges, frames, thresholds, locks, and doorbells.		X
9.	Maintenance, repair, and replacement of garage floors, garage doors, and garage door frames.		X
10.	Maintenance, repair, and replacement of windows, shutters, sliding glass doors, French doors, screens, and frames.		X
11.	Maintenance, repair, and replacement of window wells and window well covers.		X
12.	Maintenance, repair, and replacement of all lights attached to the exterior walls.		X
13.	Maintenance of gas and electricity connections from the meters to the unit.		X
14.	Maintenance of culinary water system from the outside entry through the foundation throughout the unit. This includes outside faucets and hose bibs. Any damage caused by this portion of water system is the liability of unit		X

	owner.		
15.	Maintenance, repair, and replacement of phone lines, TV cables, air conditioning, and satellite dishes.		X
16.	Maintenance, repair, and replacement of all Unit owner improvements, such as skylights, windows, attic vents, fans, heat tape, ornamental railings, and similar items.		X

	INTERIOR	HOA	OWNER
17.	All interior painting, decorations, and furnishings from the inside of the unfinished walls and ceilings. This includes all appliances, such as dishwashers, garbage disposals, ranges, refrigerators, microwaves, furnaces, exhaust fans, attic vents, air conditioners, water heaters, and telephone and computer networks.		X
18.	Maintenance, cleaning, and repair of venting and fireplaces.		X
19.	Maintenance, repair, and replacement of the electrical system from the city electric meter to the breaker panel and to all outlets, including switches and light fixtures.		X
20.	Maintenance, repair, and replacement of plumbing fixtures, such as sinks, basins, toilets, and all interior pipes and valves.		X
21.	Repair of cracks or other damage to interior walls, floors, or ceilings caused by normal unit settling.		X
*22.	Repair of damage resulting from static water or seepage of water from any underground source, except water from sprinkler system failures.		X
*23.	Repair of damage resulting from surface water.		X
*24.	Repair of damage resulting from seepage of water from sprinkler system failures.	X	
*25.	Damages under \$10,000 = Individual Owner's HO6 Insurance Policy Damages over \$10,001 = Florentine Towns Master Policy Insurance	X	X

	GROUNDS	HOA	OWNER
26.	Maintenance of lawn and replacement of original trees and shrubs.	X	
27.	All flowers (planted by owners) abutting a unit.		X
28.	Maintenance, repair, and replacement of private roadways, parking lots,	X	

	playground, curbs, and gutters.		
29.	Maintenance, repair, and replacement of individual walkways servicing one unit.		X
30.	Maintenance and utilization of sprinkler system within the Association.	X	
31.	Snow removal: private roadways, parking lots, and common area walkways.	X	
32.	Snow removal: driveways and individual walkways.		X

	OTHER	HOA	OWNER
33.	Garbage collection.		X
34.	Maintenance and repair of water system from the city water meter to the entrance to the exterior wall of each unit.		X
35.	Any damage to a unit or common area, not otherwise covered by insurance, caused by a contractor hired by an Owner.		X
36.	Any damage in, on, or to a unit is the sole responsibility of the Owner, except as otherwise stated herein.		X
37.	Bellano Way (City Road) Private Roadways		CITY HOA
38.	Mailboxes \$40 Fee for Key Replacement		POST OFFICE
39.	Street lights		CITY