

After Recording Return To:
Curtis G. Kimble, Esq.
KIMBLE LAW PLLC
2290 E 4500 S, Suite 230
Salt Lake City, UT 84117
801-878-9361

**AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HIGH POINTE**

Maintenance Responsibility for Roofs

- A. Certain real property in Davis County, Utah, known as the High Pointe subdivision is subject to an Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded August 16, 2016, as Entry No. 2959307 in the County Recorder's Office and to an Amendment to the Declaration recorded July 26, 2021, as Entry No. 3402688 in the County Recorder's Office (altogether the "Declaration").
- B. This amendment shall be binding against the property subjected to the Declaration and any annexation or supplement thereto, as described in the attached Exhibit A.
- C. In order to change the responsibility for maintenance of roofs from the Association to the Owner, the High Pointe Planned Unit Development owners association ("Association") adopts the following amendment.
- D. Pursuant to Article X, Section 10.1 of the Declaration, the undersigned hereby certifies that all of the requirements to amend the Declaration have been satisfied and that Owners holding at least 67% of the voting rights of the Association have voted to approve this amendment.

NOW, THEREFORE, the Association hereby amends **Article V, Section 5.1.3** of the Declaration (as amended in 2021) to read as follows [for illustration purposes, new language is shown in underline text]:

5.1.3 Each Lot Owner is responsible to maintain, repair and replace (as approved in advance pursuant to Section 4.1) through a ARC request:

(a) The roof of the Owner's Living Unit, and such work to be performed by a licensed and insured contractor in accordance with specifications established by the Association and subject to inspection by a third party;

(ab) The chimney, skylights, rain gutters and downspouts that are attached to or part of the Owner's Living Unit;

(bc) Sidewalks and driveways that service only the Owner's Living Unit, including sidewalks that service the rear entrance of the Living Unit.

(ed) Patios and decks on the Owner's Lot or that are reserved for the exclusive use of the Owner's Living Unit, including sealing, painting or staining of such decks and railings (only as approved in advance pursuant to Section 4.1).

(de) Maintenance, repair, replacement and cleaning of the following: glass, doors and entrances of Living Units and garages, courtyard gates and fences, courtyards (whether enclosed or not) and the repair or replacement of the Living Unit foundation.

NOW, THEREFORE, the Association hereby amends **Article V, Section 5.2.2** of the Declaration (as amended in 2021) to read as follows [for illustration purposes, new language is shown in underline text and language to be deleted is shown in ~~strike through~~ text]:

5.2.2. Additionally, at the expense of the Owner receiving the benefit, the Association shall arrange for such care, maintenance, repair and replacement of the exterior surfaces of the Living Units and garages, ~~including~~ excluding the roofs and excluding any item for which a Lot Owner is responsible under Section 5.1, as deemed necessary or desirable by the Board to keep them attractive and generally in good condition and repair, the cost of which shall be allocated by the Board to the Owners of the benefitted Lots in proportion to the work performed to the Owner's Living Unit or Lot. For example, if four Living Units are part of one building and the ~~roof is replaced~~ exterior surfaces on the building are repainted, each of the four Owners of the Living Units shall be assessed the cost of the ~~roof replacement work~~ based on the size of the ~~roof exterior surface~~ of each Living Unit.

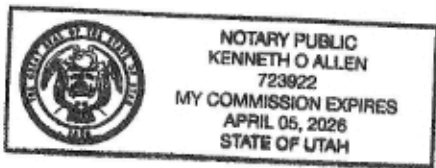
IN WITNESS WHEREOF, the Association has executed this Amendment to the Declaration as of the 20th day of SEPTEMBER, 2022.

**HIGH POINTE PLANNED UNIT
DEVELOPMENT**
a Utah nonprofit corporation

Sign: Wendy Campbell
Print Name: WENDY CAMPBELL
Title: President

State of Utah)
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) :ss
County of DAVIS)

Subscribed and sworn to before me on the 20th day of SEPTEMBER, 2022, by
KENNETH O. ALLEN



[Signature]
Notary Public

EXHIBIT A

Legal Description

Lots 1 through 11 and Lot 31, HIGH POINTE PHASE I Planned Unit Development,
Lots 12 through 21, HIGH POINTE PHASE II Planned Unit Development,
Lots 26 through 27, HIGH POINTE PHASE III Planned Unit Development,
Lots 22 through 25 and Lot 28, HIGH POINTE PHASE IV Planned Unit Development,
Lot 29 and Common Area, HIGH POINTE PHASE V Planned Unit Development,

all as according to the official plats thereof recorded with the office of the Davis County Recorder, state of Utah.

Parcel Serial Numbers:

05-093-0001 - 05-093-0011, 05-093-0031
05-094-0012 - 05-094-0021
05-099-0026 - 05-099-0027
05-103-0022 - 05-103-0025, 05-103-0028
05-105-0029, 05-105-0030
(30 Lots Total)