

SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF
COURTYARD LEISURE HOMES
A PLANNED UNIT DEVELOPMENT

ENT 43187 BK 4288 PG 617
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1997 Jun 05 3:28 pm FEE 16.00 BY JW
RECORDED FOR FIRST AMERICAN TITLE CO

THIS IS THE SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, Conditions and Restrictions which establishes a planned unit development as Courtyard Leisure Homes.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 3. Presidency. The declarant will appoint a President for the association after 75 percent of the homes are sold and closed. The president shall appoint officers to assist in running the association for one year. After one year, a vote is cast for the owners to elect a President, Vice President, and Secretary/Treasurer to best serve the needs of the association. After the election is held the association is turned over to the owners.

ARTICLE V - INSURANCE

Section 1. Casualty Insurance on Insurable Common Area. The Trustees shall keep all insurable improvements and fixtures of the common area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the common area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular annual assessments made by the Association.

In addition to casualty insurance on the Common Area, the Trustees elect to obtain and continue in effect, on behalf of all owners, adequate blanket casualty and fire insurance in such form as the Trustees deem appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all the townhomes including the structural portions and fixtures thereof. The Casualty Insurance Policy provides coverage against accidental direct physical loss to buildings at the said premises. Buildings, meaning buildings and structures, and permanently installed fixtures that were sold with the unit including light fixtures, dishwasher, range, and rangehood are covered. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the

Association to be included in the regular annual assessments as levied by the Association. The insurance coverage with respect to the townhomes shall be written in the name of, and the proceeds thereof shall be payable to the Association as trustee for the owners.

Section 2. Casualty Insurance on Townhomes. Unless the Association shall elect to provide a blanket casualty policy, each owner shall be responsible to keep all attached improvements insured against such losses or damages as the Owner shall elect. Owner shall repair and replace any damage to the improvements for which insurance is to be carried.

Section 3. Replacement or Repair of Property. In the event of damage to or destruction of any part of the common area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all lot owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such lot owner.

In the event that the Association is maintaining blanket casualty and fire insurance on the townhomes, the Association shall repair or replace the same to the extent of the insurance proceeds available.

In the event of damage or destruction by fire or other casualty to any portion of the development covered by insurance written in the name of the Association, the Trustees are empowered to and shall represent the members in any proceedings, negotiations, settlements or agreements. The Association is appointed attorney-in-fact of each owner for this purpose.

Section 4. Liability Insurance. The Trustees shall obtain a comprehensive policy of public liability insurance covering all of the common and limited common property for at least \$1,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operation, maintenance or use of the common areas. Liability insurance policies obtained by the Association shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an owner because of negligent acts of the Association or other owners.

ARTICLE VII - EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the common area and limited common area, the Association shall provide exterior maintenance upon each townhome, front yard, and that area within the rear landscaping and utility easement that are not encompassed by fence (as shown on the recorded maps.), including, but not limited to the

following: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, fences, street signs, lights, mailboxes, trees, shrubs, grass, walks, driveways, streets, and other exterior improvements. The cost of regular exterior maintenance shall be a common expense and shall be added to and become part of the regular annual assessment.

ARTICLE XII - ASSIGNMENT OF POWERS

Any and all rights and powers of Declarant herein contained may be delegated, transferred or assigned.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3 day of March, 1997.

DECLARANT
JOYNER CONSTRUCTION, INC.

James R. Joyner
By

James R. Joyner, President
Member

STATE OF UTAH
COUNTY OF UTAH

3rd met
met
March

ON THE ~~3~~ DAY OF ~~March~~, 1997, PERSONALLY APPEARED BEFORE ME JAMES R. JOYNER, WHO BEING BY ME DULY SWORN DID SAY, THAT HE, THE SAID JAMES R. JOYNER IS THE PRESIDENT, OF JOYNER CONSTRUCTION, INC. COMPANY, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID JAMES R. JOYNER, DULY ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME AND THAT THE SEAL AFFIXED IS THE SEAL OF SAID CORPORATION.

Mark Charles Harris

NOTARY PUBLIC, RESIDING AT:
MY COMMISSION EXPIRES: 10-27-97

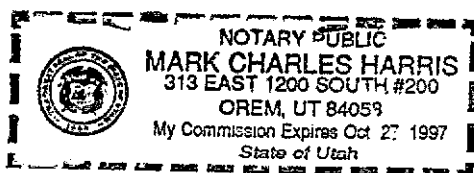


EXHIBIT "A"

TOTAL PARCEL

ENT 43187 BK 4288 PG 620

THE COURTYARD LEISURE HOMES
A PLANNED UNIT DEVELOPMENT

Beginning at a point on the south line of Mobile Homes Partnership, said point being North $0^{\circ}16'34''$ East 531.30 feet along the section line and EAST 63.92 feet from the southwest corner of Section 14, Township 5 South, Range 1 East, Salt Lake Base Meridian;
thence South $0^{\circ}19'22''$ West 345.00 feet along a fence line;
thence South $89^{\circ}21'54''$ East 326.25 feet;
thence North $0^{\circ}59'01''$ East 71.22 feet along a fence line;
thence North $88^{\circ}125''$ East 429.93 feet along a fence line;
thence NORTH 255.45 feet along the east line of the lands of Earl;
thence North $89^{\circ}21'54''$ West 755.27 feet along a fence line along said south line of Mobile Home Partnership, to the point of beginning.

Containing 5.196 acres.