

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
OQUIRRH COTTAGES CONDOMINIUMS**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF OQUIRRH COTTAGES CONDOMINIUMS is made and executed on the date set forth below and shall be effective upon recording in the Tooele County Recorder's Office.

RECITALS

A. Whereas, the Declaration of Covenants, Conditions and Restrictions of Oquirrh Cottages Condominiums was recorded in the office of the Tooele County Recorder on October 3, 1997 as Entry No. 101636 (the "Declaration").

B. Whereas, pursuant to Article XII, Section 3 of the Declaration, this First Amendment to the Declaration has been duly adopted by the affirmative vote or written consent, or combination thereof, of Owners holding at least sixty-seven percent (67%) of the voting rights in the Association;

C. Now therefore, the Association hereby amends the Declaration as follows:

AMENDMENT

Part One

Article I, Section 3 of the Declaration is hereby revised and amended to read as follows:

3. "Association" shall mean and refer to Oquirrh Cottages Owners Association. The Association may be incorporated as a nonprofit corporation or otherwise registered with the Utah Division of Corporations as a business entity. If, at any time, such corporation or entity is dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name with all of the same property, powers, and obligations.

Part Two

Article III, Section IV of the Declaration is hereby revised and amended to include the following, final paragraph:

Notwithstanding the foregoing or anything to the contrary in this Declaration, the Owner and not the Association shall be responsible to maintain, repair, and replace any item, such as decks or fences, installed to the exterior or outside of his or her Unit by an Owner not as part of the original construction.

Part Three

Article V of the Declaration is hereby revised and amended to include the following Sections:

11. *Individual Assessments.* In addition to any other Assessments authorized herein, the Association also may levy an Individual Assessment against any Owner individually and against such Owner's Unit to reimburse the Association for costs incurred resulting from such Owner's conduct including costs incurred in bringing such Owner and his or her unit into compliance with the provisions of this declaration or any of the Association's other governing documents, together with attorney's fees, interest and other charges related thereto.

12. *Reinvestment Fee.* If the Association has recorded a Notice of Reinvestment Fee Covenant separate from this Declaration, within thirty (30) days after the effective date of any transfer of legal title to a Unit, the new Owner shall pay to the Association, in addition to any other required amounts, a reinvestment fee, in an amount determined by the Management Committee from time to time. However, notwithstanding the foregoing, the following are not subject to the above referenced reinvestment fee:

- (a) an involuntary transfer;
- (b) a transfer that results from a court order;
- (c) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity, or to a legal entity, such as a trust, in which the owner or the owner's spouse, son, daughter, father or mother hold a beneficial interest of at least fifty percent (50%) for estate planning purposes;
- (d) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or
- (e) the transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of the Association's costs directly related to the transfer of the burdened property, not to exceed \$250.

Part Four

Article VI, Section 4 of the Declaration is hereby replaced in its entirety with the following:

4. Insurance

(a) *Insurance Obtained by the Association.* The Association shall purchase and maintain all insurance required to be obtained by the Association under the Act, Declaration, and Bylaws, and any additional insurance the Management Committee deems necessary.

(b) *Hazard Insurance.* The Association shall maintain a blanket policy of property insurance or guaranteed replacement cost insurance on the physical structures in the condominium project, including common areas and facilities, limited common areas and facilities, and units, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils. Such insurance shall provide coverage for at least 100% of the full replacement cost of the insured property at the time the insurance is purchased and at each renewal date, excluding items normally excluded from property insurance policies.

(c) *Liability Insurance.* The Association shall obtain comprehensive general liability (CGL) insurance insuring the Association, the agents and employees of the Association and the Owners, against liability incident to the use, ownership, or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence.

(d) *Directors and Officers Insurance.* The Association shall obtain Directors' and Officers' (D&O) liability insurance protecting the Management Committee, Architectural Review Committee, other committees, the officers, and the Association against claims of, including without limitation, wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, etc.

(e) *Adjustments.* Any loss covered by insurance maintained by the Association shall be adjusted with the Association in accordance with the terms and conditions of the Act. The insurance proceeds payable for any such loss shall be paid in accordance with the terms and conditions of the Act.

(f) *Insurance by Unit Owners.* Each Owner is responsible for obtaining, at such Owner's expense, insurance against his or her liability and property insurance covering his/her Unit, dwelling, other related improvements, and personal property.

(g) *Waiver by Members.* As to each of said policies which will not be voided or impaired thereby, the Members hereby waive and release all claims against the Association, the Management Committee, and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but to the extent of insurance proceeds received in compensation for such loss only.

(h) *Premiums and Proceeds.* Insurance premiums for any such blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Association shall be a Common Expense to be included in the Regular Assessments levied by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers.

(i) *Damage to Units.*

(i) If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner, the Association's policy provides primary insurance coverage, the Owner is responsible for the Association's deductible, and building property coverage (often referred to as coverage A) of the Owner's policy applies to that portion of the loss attributable to the Association's deductible.

(ii) Regardless of whether the Owner is insured, if his or her Unit suffers damage from a loss resulting from a single event or occurrence that is covered by the Association's property insurance, the Owner is responsible for an amount calculated by applying the Unit damage percentage for that Unit (as compared to the total damage caused by the event or occurrence to all property in the Project) to the amount of the deductible under the Association's property insurance.

(iii) The Association may assess an Owner for any balance he or she owes but fails to pay under this Section.

Part Five

Article X, Section 15 of the Declaration is hereby replaced in its entirety with the following:

15. Rooftop Antennas. Antennas, satellite dishes, and other similar devices shall only be allowed upon prior, written consent from the Board and if they comply with any rules adopted by the Board.

Part Six

Article XI of the Declaration is hereby replaced in its entirety with the following

ARTICLE XI. MORTGAGEE PROTECTION

Where the approval of any percentage of Mortgagees is required pursuant to this Declaration or the law, it shall be deemed to mean the vote or approval of the percentage of only those mortgagees which have delivered such notice to the Board. Notwithstanding the foregoing, if any right of a Mortgagee under this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section, a Mortgagee must also make such request, either in a separate writing delivered to the Association or in the notice provided above in this Section, in order to be entitled to such right.

Part Seven

Article XII of the Declaration is hereby revised and amended to include the following Section:

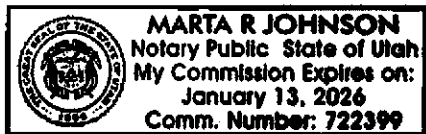
10. Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be an Individual Assessment with respect to the Unit involved in the action. Additionally, regardless of whether a lawsuit is filed, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents and these fees may be collected by Individual Assessment.

The undersigned, on behalf of the Board of Trustees, hereby certifies that pursuant to Article XII, Section 3 of the Declaration, this First Amendment to the Declaration has been duly adopted by the affirmative vote or written consent, or combination thereof, of Owners holding at least sixty-seven percent (67%) of the voting rights in the Association:

Roxanne Tyche
Printed Name: Roxanne Tyche
Position: HOA President
Date: Apr 3 2023

STATE OF UTAH)
 :SS
County of Boole)

Subscribed and sworn before me this 3rd day of April, 2023.



Marta R Johnson
Notary Public for Utah

PROPERTY DESCRIPTION



BEGINNING AT A POINT N89°58'31" W ON THE NORTH SECTION LINE OF THE NORTHEAST QUARTER 1362.18 FEET AND SOUTH 929.26 FEET FROM THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT IS THE SOUTHEAST CORNER OF OQUIRRH MEADOWS PHASE 3 PLAT; THENCE SOUTH 257.58 FEET; THENCE S68°45'22" W 286.76 FEET; THENCE S80°29'02" W 390.78 FEET; THENCE NORTH 238.13 FEET TO POINT ON THE OQUIRRH MEADOWS PHASE 2 PLAT; THENCE THE FOLLOWING 8 COURSES, COURSE 9 IS ON BOTH SAID PHASE 2 AND PHASE 3 OQUIRRH PLATS: (1) THENCE EAST 89.18 FEET; (2) THENCE N74°03'17" E 62.55 FEET; (3) THENCE N 00°29'12" E 72.32 FEET TO A POINT OF CURVATURE; (4) THENCE NORTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°47'14" (CENTER BEARS S89°30'48"E) A DISTANCE OF 23.51 FEET TO A POINT OF CURVATURE; (5) THENCE S89°43'34" E 16.96 FEET TO A POINT OF CURVATURE; (6) THENCE NORTHEASTERLY ALONG THE ARC OF 105.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°40'57" (CENTER BEARS N00°16'26" E A DISTANCE OF 52.56 FEET TO A POINT OF TANGENCY; (7) THENCE N61°35'29" E 73.39 FEET TO A POINT OF CURVATURE; (8) THENCE NORTHEASTERLY ALONG THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28°26'01" (CENTER BEARS S28°24'31" E) A DISTANCE OF 22.33 FEET TO A POINT OF TANGENCY; (9) THENCE S89°58'30"E 159.26 FEET TO A POINT ON SAID PHASE 3 PLAT, THENCE THE FOLLOWING 3 COURSES; (1) THENCE SOUTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°58'30" (CENTER BEARS S00°01'30" W) A DISTANCE OF 23.56 FEET TO A POINT; (2) THENCE N52°37'20" E 75.51 FEET, (3) THENCE S 89°57'14" E 100.00 FEET TO A POINT OF BEGINNING.












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Exhibit A

Query: Subdivision=1215

Showing 28 results on 1 page

Account#	Summary				
R003729	12-044-0-0001 Acres: 0	641 E GREYSTONE WY Tooele	STAINBROOK MARLAN	UNIT 1, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PROJ...	
R006299	12-044-0-0002 Acres: 0	645 E GREYSTONE WY Tooele	LOURDES H VIGIL JT, DENNIS A VIGIL JT	UNIT 2, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PROJ...	
R023418	12-044-0-0003 Acres: 0	655 E GREYSTONE WY Tooele	BLAINE T LIVINGSTON JT, LUJEAN H LIVINGSTON JT	UNIT 3, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PROJ...	
R023989	12-044-0-0004 Acres: 0	657 E GREYSTONE WY Tooele	JONES RUTH EMMA TRUSTEE, THE RUTH EMMA JONES LIVING TRUST DATED 3/27/2020	UNIT 4, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PROJ...	
R022298	12-044-0-0005 Acres: 0	659 E GREYSTONE WY Tooele	STACEY MICHELLE COLE	UNIT 5, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PROJ...	
R022474	12-044-0-0006 Acres: 0	667 E GREYSTONE WY Tooele	TAYLOR JANNEEN JT, RUSSELL TRACY JT	UNIT 6, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PROJ...	
R008184	12-044-0-0007 Acres: 0	671 E GREYSTONE WY Tooele	NORMAN G TUCKER JT, IRIS E TUCKER JT	UNIT 7, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PROJ...	
R000631	12-044-0-0008 Acres: 0	675 E GREYSTONE WAY Tooele	GALVAN RANDI	UNIT 8, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PROJ...	
R012186	12-044-0-0009 Acres: 0	681 E GREYSTONE WY Tooele	WEST PAMELA A.	UNIT 9, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PROJ...	
R005851	12-044-0-0010 Acres: 0	184 N GREYSTONE WAY Tooele	NIELSEN JOSHUA	UNIT 10, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PROJ...	

R004156	12-044-0-0011 Acres: 0	178 N GREYSTONE WAY Tooele	KURT R MORAN TTEE	UNIT 11, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PRO...	
R001233	12-044-0-0012 Acres: 0	174 N GREYSTONE WAY Tooele	SWYENBURG BETSY L TRUSTEE, SWYENBURG J VALERIE TRUSTEE, THE BETSY AND VALERIE SWYENBURG FAMILY LIVING TRUST DATED DECEMBER 16, 2019	UNIT 12, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PRO...	
R006209	12-044-0-0013 Acres: 0	692 E GREYSTONE WY Tooele	ELDEN R PAYSTRUP TTEE, LINDA W PAYSTRUP TTEE	UNIT 13, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PRO...	
R021001	12-044-0-0014 Acres: 0	686 E GREYSTONE WY Tooele	BRENDA WALTERS TTEE	UNIT 14, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PRO...	
R021112	12-044-0-0015 Acres: 0	682 E GREYSTONE WY Tooele	PERRY CINDY L. JT, LARSEN ANGELA JT	UNIT 15, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PRO...	
R015883	12-044-0-0016 Acres: 0	678 E GREYSTONE WY Tooele	WINN DEBRA	UNIT 16, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PRO...	
R020898	12-044-0-0017 Acres: 0	674 E GREYSTONE WY Tooele	CHERYL DAWN BERGENER	UNIT 17, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PRO...	
R006128	12-044-0-0018 Acres: 0	668 E GREYSTONE WY Tooele	JUAREZ KEVIN JT, JUAREZ LLUVICTZA JT	UNIT 18, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PRO...	
R005971	12-044-0-0019 Acres: 0	664 E GREYSTONE WY Tooele	WHEAR STEVEN C.	UNIT 19, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PRO...	
R005690	12-044-0-0020 Acres: 0	658 E GREYSTONE WY Tooele	THE TINA LYNN MILLER LIVING TRUST U/A DATED APRIL 8, 2022, MILLER TINA LYNN TRUSTEE	UNIT 20, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PRO...	
R007857	12-044-0-0021 Acres: 0	654 E GREYSTONE WY Tooele	WOOD CHYLEEN JT, WOOD WILLIAM JT	UNIT 21, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PRO...	

R001617	12-044-0-0022 Acres: 0	648 E GREYSTONE WY Tooele	ROCKY PEAK PROPERTIES LLC	UNIT 22, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PRO...	
R008131	12-044-0-0023 Acres: 0	644 E GREYSTONE WY Tooele	PRUDEN SHARRI K. SUCC TRUSTEE, THE JAMES C. PRUDEN AND SHARRI K. PRUDEN LIVING TRUST SIGNED THE 24TH DAY OF MARCH 2011	UNIT 23, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PRO...	
R002203	12-044-0-0024 Acres: 0	131 N 630 EAST Tooele	THIEL KUNZ JT, SUSAN KUNZ JT	UNIT 24, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PRO...	
R024774	12-044-0-0025 Acres: 0	135 N 630 EAST Tooele	OOMA MENLOVE TTEE	UNIT 25, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PRO...	
R017980	12-044-0-0026 Acres: 0	139 N 630 EAST Tooele	ZARCO DENISE RODRIGUEZ	UNIT 26, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PRO...	
R021174	12-044-0-0027 Acres: 0	151 N 630 EAST Tooele	THE MARTHA SOPHIE NIX REVOCABLE LIVING TRUST, DATED JANUARY 11, 2022, NIX MARTHA SOPHIE TRUSTEE	UNIT 27, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PRO...	
R026627	12-044-0-0028 Acres: 0	157 N 630 EAST Tooele	TYCHSEN ROXANNE TRUSTEE, THE ROXANNE TYCHSEN REVOCABLE LIVING TRUST DATED THE 17TH DAY OF AUGUST 2021	UNIT 28, OQUIRRH COTTAGES CONDOMINIUMS, A CONDOMINIUM PRO...	