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ENT 67079:2014 PG 1 of 2 Jeffery Smith Utah County Recorder 2014 Sep 19 12:48 PM FEE 109.00 BY SS RECORDED FOR Affiliated First Title Company **ELECTRONICALLY RECORDED** 

## AMENDMENT TO THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS **OF** PLYMOUTH ROCK AT PILGRIM'S LANDING

- A. Certain real property in Utah County, Utah, known as the Plymouth Rock at Pilgrims Landing is subjected to certain covenants, conditions and restrictions pursuant to an Amended Declaration of Covenants, Conditions and Restrictions recorded March 29, 2002, as Entry No. 35304:2002 in the Recorder's Office for Utah County, Utah (the "Declaration").
- В. This amendment shall be binding against the property subjected to the Declaration and any annexation or supplement thereto, described as follows (the "Project"):

Lots 1 through 98, PLYMOUTH ROCK AT PILGRIM'S LANDING PLAT ONE, according to the plat(s) thereof as recorded in the office of the Utah County Recorder.

Serial No's 49:414:0001 through 49:414:0098

- C. Pursuant to Utah Code Ann. § 57-8a-402(3), the initial declaration for the Project is recorded before January 1, 2012, the project includes attached dwellings, and, with this amendment, the declaration requires each lot owner to insure the lot owner's dwelling, and therefore Part 400 of the Utah Community Association Act does not apply to the Project if this amendment is adopted.
- D. Pursuant to the Declaration, the undersigned hereby certifies that all of the requirements to amend the Declaration have been satisfied and that a reast 2/3 of the owners have consented or voted to approve this amendment. MUMBER GREATH

STATE OF UTAN

NOW, THEREFORE, the Association hereby amends Section 14 of the Doclaration to add the following paragraphs:

The Owner of each Unit shall obtain and have in place at all times liability and property insurance with coverage for not less than 100% of the full replacement cost for the physical structure of the dwelling on the Owner's lot, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils.

The insurance coverage of an Owner shall be primary. The Association shall not maintain insurance on an Owner's lot, dwelling unit, personal property, or contents.

Each Owner further covenants and agrees that in the event of any partial loss, damage or destruction of its lot or dwelling unit, the Owner shall promptly proceed to repair or to reconstruct the damaged structure in a manner consistent with the original construction. If the Board determines that any Owner has failed to properly discharge its obligation with regard to the repair or reconstruction of the damaged structure, then the Association may, but is not obligated to, provide such repair or reconstruction at the Owner's sole cost and expense.

**NOW, THEREFORE**, the Association hereby amends Section 11 of the Declaration to delete subsection (c) in its entirety.

**OWNERS ASSOCIATION** a Utah nonprofit-cosporation

Sign:

Print Name: TREVOT ESEAHARD

Fitle: Para Care

State of Utah

:ss

County of Utah )

Subscribed and sworn to before me on the 18th day of September, 2014, by

Trevor Eber hard.

NOTARY PUBLIC
JESSA GAGNON
650637
COMMISSION EXPIRES
NOVEMBER 29, 2015
STATE OF UTAH

PSA Sagnor Votary Public

Assemmedation Recording Only

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