

## WHEN RECORDED RETURN TO:

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 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 REX C BUSH  
 5525 S 900 E STE 345  
 MURRAY UT 84117  
 BY: ZJM, DEPUTY - WI 14 P.

**AMENDMENT TO  
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 OF  
*The Cottages on Kimball's Lane, a PUD***

This Amendment to Declaration of Covenants, Conditions and Restrictions of The Cottages on Kimball's Lane, a PUD, is made and executed by the Cottages on Kimball's Lane Homeowners Association of 5525 S. 900 E., Suite 345, Murray, Utah 84117 (the "Association").

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions of The Cottages on Kimball's Lane, a PUD was recorded in the office of the County Recorder of Salt Lake County, Utah on or about October 4, 1996 as Entry No. 6474782 of the official records (the "Declaration").

B. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. All of the voting requirements to amend the Declaration have been satisfied.

D. The Association is the managing agent of the Owners of the Property.

E. The Owners desire to delete the earthquake insurance requirement.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners thereof, the Association hereby executes this Amendment to Declaration of Covenants, Conditions and Restrictions of The Cottages on Kimball's Lane, a PUD, for and on behalf of and for the benefit of all of the Owners.

1. The Declaration generally and in particular Article VIII, Section 2(a) of the Declaration, entitled "Multi-peril Coverage," are hereby modified to remove the requirement that the Association obtain earthquake insurance. The Association is not required to obtain earthquake insurance anything to the contrary notwithstanding.

2. Article VII, Section 2(a) is hereby changed to delete the reference to earthquake insurance as follows:

(a) Multi-peril Coverage. A multi-peril type policy covering the entire Project (including all Living Units, Common Areas and facilities Area). Such policy shall provide coverage against loss or damage by the standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, fire, ~~earthquake~~, hailstorm, water damage, and such other risks as customarily are covered with respect to projects similar to this Project in its construction, location, and use. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage specified in the policy, but not less than 100% of the full insurable value (based upon current, actual replacement cost). Such policy shall include an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent, an "increased cost of construction endorsement" or its equivalent, and a "contingent liability from operation of building laws endorsement" or its equivalent.

3. Article VIII, Section 2(a) of the Declaration, entitled "Multi-peril Coverage," shall now read as follows:

(a) Multi-peril Coverage. A multi-peril type policy covering the entire Project (including all Living Units, Common Areas and facilities Area). Such policy shall provide coverage against loss or damage by the standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, fire, hailstorm, water damage, and such other risks as customarily are covered with respect to projects similar to this Project in its construction, location, and use. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage specified in the policy, but not less than 100% of the full insurable value (based upon current, actual replacement cost). Such policy shall include an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent, an "increased cost of construction endorsement" or its equivalent, and a "contingent liability from operation of building laws endorsement" or its equivalent.

4. It is expressly agreed by the parties that this Amendment is supplemental to the Declaration, which is by reference made a part hereof, and all the terms, conditions, and provisions thereof requiring, directly or indirectly, that the Association obtain earthquake insurance are hereby deleted in their entirety.

5. In the event of any conflict, inconsistency, or incongruity between the provisions

of this Amendment and any of the provisions of the Declaration, the former shall in all respects govern and control.

6. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the Association has executed this instrument the 27 day of January, 2007.

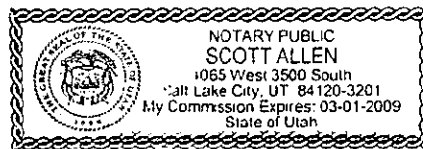
THE COTTAGES ON KIMBALL'S LANE HOMEOWNERS ASSOCIATION

By: LeRoy Pistorius  
Name:  
Title: President

STATE OF UTAH                    )  
  )ss:  
COUNTY OF SALT LAKE        )

On the 27 day of January, 2007, personally appeared before me LEROY PISTORIUS, who by me being duly sworn, did say that s/he is the President of The Cottages at Kimball's Lane Homeowners Association, and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its Board of Directors, and said LeRoy Pistorius duly acknowledged to me that said Association executed the same.

Scott Allen  
NOTARY PUBLIC  
Residing At: SANDY  
Commission Expires: 3/1/09



**Exhibit "A"**  
**LEGAL DESCRIPTION**  
**THE COTTAGES AT KIMBALL'S LANE PUD**

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

RXLP COTTAGES ON KIMBALLS LANE PH 1 PUD  
B FLG , BLK/BLDG IND FLG LOT/QUAR

BLK, LOT-QUAR  
PARCEL NUMBER

OBSOLETE?

L	1A	28-30-127-001-0000	NO
L	1B	28-30-127-002-0000	NO
L	2A	28-30-127-004-0000	NO
L	2B	28-30-127-003-0000	NO
L	3A	28-30-127-006-0000	NO
L	3B	28-30-127-005-0000	NO
L	4A	28-30-126-001-0000	NO
L	4B	28-30-126-002-0000	NO
L	5A	28-30-126-003-0000	NO
L	5B	28-30-126-004-0000	NO
L	6A	28-30-127-008-0000	NO
L	6B	28-30-127-007-0000	NO
L	7A	28-30-126-005-0000	NO
L	7B	28-30-126-006-0000	NO
L	8A	28-30-126-008-0000	NO
L	8B	28-30-126-007-0000	NO
L	9A	28-30-126-010-0000	NO
L	9B	28-30-126-009-0000	NO
L	10A	28-30-127-010-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP COTTAGES ON KIMBALLS LANE PH 1 PUD  
B FLG BLK/BLDG IND FLG LOT/QUAR

BLK, LOT-QUAR  
PARCEL NUMBER

OBSOLETE?

L	10A	28-30-127-010-0000	NO
L	10B	28-30-127-009-0000	NO
L	AREA	28-30-126-011-0000	YES
L	AREA	28-30-126-012-0000	YES
L	AREA	28-30-126-020-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP COTTAGES ON KIMBALLS LANE PH 2 PUD  
B FLG      BLK/BLDG      IND FLG      LOT/QUAR

BLK, LOT-QUAR  
PARCEL      NUMBER

OBSOLETE?

L	11A	28-30-128-006-0000	NO
L	11B	28-30-128-005-0000	NO
L	12A	28-30-128-004-0000	NO
L	12B	28-30-128-003-0000	NO
L	13A	28-30-128-002-0000	NO
L	13B	28-30-128-001-0000	NO
L	14A	28-30-128-008-0000	NO
L	14B	28-30-128-007-0000	NO
L	15A	28-30-126-013-0000	NO
L	16A	28-30-126-014-0000	NO
L	16B	28-30-126-015-0000	NO
L	17A	28-30-126-017-0000	NO
L	17B	28-30-126-016-0000	NO
L	18A	28-30-126-018-0000	NO
L	18B	28-30-126-019-0000	NO
L	19A	28-30-128-009-0000	NO
L	19B	28-30-128-010-0000	NO
L	20A	28-30-128-011-0000	NO
L	20B	28-30-128-012-0000	NO

PF1=VTDI PF5=RKXP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP COTTAGES ON KIMBALLS LANE PH 2 PUD				BLK, LOT-QUAR	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
		L	20B	28-30-128-012-0000	NO
		L	AREA	28-30-128-013-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS



RXLP COTTAGES ON KIMBALLS LANE PH 3 PUD  
B FLG      BLK/BLDG      IND FLG      LOT/QUAR

BLK, LOT-QUAR  
PARCEL      NUMBER

OBSOLETE?

L	21A	28-30-128-014-0000	NO
L	21B	28-30-128-015-0000	NO
L	22A	28-30-128-016-0000	NO
L	22B	28-30-128-017-0000	NO
L	23A	28-30-126-022-0000	NO
L	23B	28-30-126-023-0000	NO
L	24A	28-30-126-025-0000	NO
L	24B	28-30-126-024-0000	NO
L	25A	28-30-126-030-0000	NO
L	25B	28-30-126-031-0000	NO
L	26A	28-30-128-018-0000	NO
L	26B	28-30-128-019-0000	NO
L	27A	28-30-128-020-0000	NO
L	27B	28-30-128-021-0000	NO
L	28A	28-30-128-022-0000	NO
L	29A	28-30-126-032-0000	NO
L	30A	28-30-126-034-0000	NO
L	30B	28-30-126-033-0000	NO
L	31A	28-30-126-026-0000	NO

PF1=VTDI PF5=RKPK PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP COTTAGES ON KIMBALLS LANE PH 3 PUD  
B FLG , BLK/BLDG IND FLG LOT/QUAR

BLK, LOT-QUAR  
PARCEL NUMBER

OBSOLETE?

L	31A	28-30-126-026-0000	NO
L	31B	28-30-126-027-0000	NO
L	32A	28-30-126-029-0000	NO
L	32B	28-30-126-028-0000	NO
L	33A	28-30-127-012-0000	NO
L	33B	28-30-127-011-0000	NO
L	34A	28-30-127-014-0000	NO
L	34B	28-30-127-013-0000	NO
L	35A	28-30-127-015-0000	NO
L	35B	28-30-127-016-0000	NO
L	36A	28-30-127-017-0000	NO
L	36B	28-30-127-018-0000	NO
L	37A	28-30-127-019-0000	NO
L	37B	28-30-127-020-0000	NO
L	AREA	28-30-126-021-0000	NO

PF1=VTDI PF5=RKPK PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP COTTAGES ON KIMBALLS LANE PH 4 PUD  
B FLG . BLK/BLDG IND FLG LOT/QUAR

BLK, LOT-QUAR  
PARCEL NUMBER

OBSOLETE?

L	45A	28-30-127-021-0000	NO
L	45B	28-30-127-022-0000	NO
L	46A	28-30-127-023-0000	NO
L	46B	28-30-127-024-0000	NO
L	47A	28-30-127-026-0000	NO
L	47B	28-30-127-025-0000	NO
L	48A	28-30-127-028-0000	NO
L	48B	28-30-127-027-0000	NO
L	49A	28-30-127-030-0000	NO
L	49B	28-30-127-029-0000	NO
L	50B	28-30-127-031-0000	NO
L	AREA	28-30-127-032-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP COTTAGES ON KIMBALLS LANE PH 5 PUD  
B FLG      BLK/BLDG      IND FLG      LOT/QUAR

BLK, LOT-QUAR  
PARCEL      NUMBER

OBSOLETE?

L	51A	28-30-128-031-0000	NO
L	52A	28-30-128-030-0000	NO
L	52B	28-30-128-029-0000	NO
L	53A	28-30-128-028-0000	NO
L	53B	28-30-128-027-0000	NO
L	54A	28-30-128-026-0000	NO
L	54B	28-30-128-025-0000	NO
L	55A	28-30-128-033-0000	NO
L	55B	28-30-128-032-0000	NO
L	56A	28-30-128-034-0000	NO
L	57C	28-30-129-002-0000	NO
L	57D	28-30-129-001-0000	NO
L	58A	28-30-129-006-0000	NO
L	58B	28-30-129-005-0000	NO
L	59A	28-30-129-008-0000	NO
L	59B	28-30-129-007-0000	NO
L	60A	28-30-129-013-0000	NO
L	61A	28-30-129-012-0000	NO
L	61B	28-30-129-011-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP COTTAGES ON KIMBALLS LANE PH 5 PUD				BLK, LOT-QUAR	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
		L	61B	28-30-129-011-0000	NO
		L	62A	28-30-129-010-0000	NO
		L	62B	28-30-129-009-0000	NO
		L	63C	28-30-129-004-0000	NO
		L	63D	28-30-129-003-0000	NO
		L	64C	28-30-128-035-0000	NO
		L	64D	28-30-128-036-0000	NO
		L	65C	28-30-128-037-0000	NO
		L	65D	28-30-128-038-0000	NO
		L	66B	28-30-128-039-0000	NO
		L	67C	28-30-128-040-0000	NO
		L	67D	28-30-128-041-0000	NO
		L	68C	28-30-130-003-0000	NO
		L	68D	28-30-130-002-0000	NO
		L	69B	28-30-130-001-0000	NO
		L	70C	28-30-130-005-0000	NO
		L	70D	28-30-130-004-0000	NO
		L	71B	28-30-130-006-0000	NO
		L	72C	28-30-131-003-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS