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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
PRINCE YEATES & GELDZAHLER
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SLC UT 84111
BY: ZJM, DEPUTY - WI 7 P.

**RESTATED FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
COTTAGE COVE CONDOMINIUMS**

This Restated First Amendment to Declaration of Condominium of Cottage Cove Condominiums (this "Restated First Amendment") is recorded by the Cottage Cove Condominium Association, a Utah non-profit corporation (the "Association") certifying that in full compliance with the requirements of Article XV of the Declaration, by the vote of Owners holding at least sixty-seven percent (67%) of the Percentage Interests in the Common Areas of the Cottage Cove Condominiums, the Declaration of Condominium was/is amended specifically as follows.

RECITALS

- A. On or about the 8th day of September, 1995, Declarant recorded that certain Declaration of Condominium of Cottage Cove Condominiums dated September 8, 1995 (hereafter referred to as "Declaration") in the office of the Salt Lake County Recorder as Entry No. 6161039 in Book 7223, beginning at page 1819.
- B. The Declaration submitted to the provisions of the Utah Condominium Act the real property situated in Salt Lake County, State of Utah more particularly described in the attached Exhibit A.
- C. On or about the 16th day of July, 1996, Declarant and the Association recorded that certain First Amendment to Declaration of Condominium of Cottage Cove Condominiums (the "First Amendment"). The First Amendment was recorded in the office of the Salt Lake County Recorder as Entry No. 6407084 in Book 444, beginning at Page 1842.
- D. The Declaration is further subject to amendment in accordance with the procedures set forth in Article XV of the Declaration.
- E. The Association now desires to record this Restated First Amendment certifying that in full compliance with the requirements of Article XV of the Declaration, by the vote of Owners holding at least sixty-seven percent (67%) of the Percentage Interests in the Common Areas of the Cottage Cove Condominiums, the Declaration of Condominium was/is further amended as set forth below.

NOW, THEREFORE, the Restated First Amendment to the Declaration is as follows:

1. FIRST AMENDMENT DELETED: The "First Amendment" as described specifically in Recital C above, is declared null and void and is deleted in its entirety and henceforth has no effect whatsoever with regard to the Declaration of Condominium. The "First Amendment" is replaced and superseded in its entirety by this Restated First Amendment to the Declaration of Condominium.

2. AMENDMENT OF PORTIONS OF SECTION 1.8 OF THE DECLARATION. Section 1.8, subsections (d), (e), and (g) are deleted in their entirety and replaced by the following subsections (d), (e) and (g):
 - 1.8 *"Common Areas and Facilities"* or *"Common Areas"* shall mean, refer to, and include:
 - ...
 - (d) All footings, foundations, columns, girders, beams, supports, main walls, roofs, stairs and entrances and exits of any and all buildings.
 - ...
 - (e) All installations for any and all equipment connected with the furnishing of Project utility services such as electricity, heating, air conditioning, water, sewer, natural gas, cable TV, and telephone.
 - ...
 - (g) the outdoor lighting, fences, landscaping, walkways, driveways, open parking spaces, and roads.

3. ADDITION OF SECTION 1.24 TO THE DECLARATION. The following definition is added to Article I of the Declaration.
 - 1.24 *"Standard Landscaping and Improvements"* shall mean that landscaping and those improvements originally installed by the Declarant as part of the original development of the Project. An illustrative Standard Landscaping layout including a materials list is attached as Exhibit B to this Restated First Amendment.

4. AMENDMENT OF SECTION 6.2 OF THE DECLARATION.

Section 6.2 of the Declaration is amended to show that the Management Committee shall consist of three to five members and any reference in Section 6.2 to "Declarant" or any rights said to be in the "Declarant" are deleted. As modified hereby Section 6.2 continues to be effective in the Declaration.

5. AMENDMENT OF SECTION 7.1 OF THE DECLARATION. Section 7.1 of the Declaration is deleted in its entirety and the following Section 7.1 is substituted:

- 7.1(a) **Common Areas and Optional Unit Owner Changes.** The Association, subject to the rights of the Owners set forth in Article IV hereof, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order, and repair; provided, however, that each Owner of a Unit shall keep the Limited common Areas, if any, designated for use in connection with his Unit, in good, clean, sanitary and attractive condition. Except as provided otherwise below, the Association shall be responsible for the maintenance and repair of all Common Areas and Limited Common Areas.
- (b) The Management Committee may, pursuant to rules and procedures established by it from time to time, permit an Owner of a Unit to (i) provide special maintenance for the front, side and rear yard immediately adjoining his Unit and/or (ii) modify the Standard Landscaping and Improvements originally installed in the side and rear yard immediately adjoining his Unit. From and after undertaking permitted special maintenance or making a permitted change, the Owner of the Unit shall be solely responsible for continuing such special maintenance and/or maintaining and repairing the permitted change at his sole expense. No Unit Owner shall receive any discount on or credit toward any Annual or Special Assessment for any savings to the Association on account of such change because any such savings, if any, would be difficult to ascertain, be of an immaterial amount in the Association's over-all maintenance budget and be economically cost prohibitive to administer. Notwithstanding any of the foregoing, no special maintenance or permitted landscaping/improvement change may materially alter the generally cohesive and substantially uniform aesthetic features of the Project. A Unit Owner may discontinue his special maintenance at any time in favor of the standard maintenance provided by the Association upon reasonable prior notice to the Association of not less than 30 days. If a Unit Owner has previously modified the Standard Landscaping and Improvements originally installed in the side and rear yard immediately adjoining his Unit, he may restore Standard Landscaping and Improvements and, upon doing so, that Unit Owner may receive standard Association maintenance and repair thereof at any time upon reasonable prior notice to the Association of not less than 30 days.
- (c) The Association shall maintain the outward facing side of all perimeter fences with a graffiti-resistant coating.
- (d) Except as specifically provided otherwise above, with regard to special maintenance and/or changes, the cost of management, operation, maintenance and repair by the Association of the Common Areas and Limited Common Areas shall be borne as provided in Article VIII.

6. AMENDMENT OF SECTION 8.2 OF THE DECLARATION.

The last two lines of Section 8.2 are amended to delete the word "and" from the end of

- the second to last line of Section 8.2 and to delete the language contained in the last line of Section 8.2.
7. AMENDMENT OF SECTION 13.1 OF THE DECLARATION.
Section 13.1 of the Declaration is amended to delete all the words after the word "Association" in the second to last line of Section 13.1.
 8. AMENDMENT OF SECTION 13.6 OF THE DECLARATION.
Section 13.6 (ii) is deleted from the Declaration.
 9. AMENDMENT OF SECTION 13.11 OF THE DECLARATION.
Section 13.11 is deleted from the Declaration in its entirety.
 10. AMENDMENT OF SECTION 15.1 OF THE DECLARATION.
Portions (b) and (c) of Section 15.1 are deleted in their entirety.
 11. AMENDMENT OF SECTION 16.1 OF THE DECLARATION.
Section 16.1 of the Declaration is deleted in its entirety.
 12. AMENDMENT OF SECTION 16.3 OF THE DECLARATION.
In the sixth line of Section 16.3 of the Declaration, the word "grossly" is deleted.
 13. AMENDMENT OF SECTION 16.6 OF THE DECLARATION.
Section 16.6 is amended to state that the agent for service of process for the Association and/or the Condominium Project is any currently elected member of the Management Committee for the Association and/or the Condominium Project. Such Management Committee Member(s) will most likely be found to reside at the Condominium Project.
 14. INTERPRETATION. Unless expressly stated or clearly required by the context to be interpreted otherwise, words used herein as defined terms (identified herein by capitalization of the initial letter thereof) shall have the meaning given them in the Declaration. As specifically amended hereby, the Declaration remains unchanged.
 15. CERTIFICATION OF COMPLIANCE. The undersigned officer of the Association hereby certifies in conformity with the requirements of Section 15.1 of the Declaration that the amendments set forth in this Restated First Amendment have been approved by the affirmative vote of Owners holding at least sixty-seven percent (67%) of the Percentage Interests in the Common Areas as required by Section 15.1.

16. EFFECTIVE DATE. As contemplated by Section 15.1, following its execution by an officer of the Association, this Restated First Amendment shall take effect immediately upon its recording in the office of the County Recorder of Salt Lake County, State of Utah.

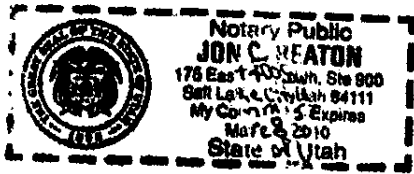
IN WITNESS WHEREOF, the requisite Owners, and the Association have authorized and caused the undersigned officer to execute this Restated First Amendment on their behalf and as their authorized act.

COTTAGE COVE CONDOMINIUM ASSOCIATION,
a Utah non-profit corporation

By: Gerald Millard
Gerald Millard, President

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

On this 8th day of December, 2007, personally appeared before me Gerald Millard, the President of Cottage Cove Condominium Association, a Utah non-profit corporation and acknowledged to me that he signed the same.



Jon C. Heaton
Notary Public
My Commission expires
March 8 2010
175 East 400 South Suite 900
SLC UT 84111

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EXHIBIT A
Legal Description

PARCEL 1:

COMMENCING North 0°08'06" West 1856.21 feet and North 89°51'54" West 371.86 feet from South 1/4 corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being South 89°50'30" West 100.64 feet and South 0°08'06" East 533.4 feet from Salt Lake County Monument in 4500 South Street; North 89°51'54" West 453.75 feet; North 0°08'06" West 243 feet; South 89°51'54" East 453.75 feet; South 0°08'06" East 243 feet to point of BEGINNING.

ALSO COMMENCING North 0°08'06" West 1856.21 feet and North 89°51'54" West 575.61 feet from South 1/4 corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being South 89°50'30" West 100.64 feet; South 0°08'06" East 533.4 feet and North 89°51'54" West 203.75 feet from Salt Lake County Street Monument in 4500 South Street; North 89°51'54" West 250 feet; South 0°08'06" East 94.9 feet; South 89°51'54" East 250 feet; North 0°08'06" West 94.9 feet; to point of BEGINNING.

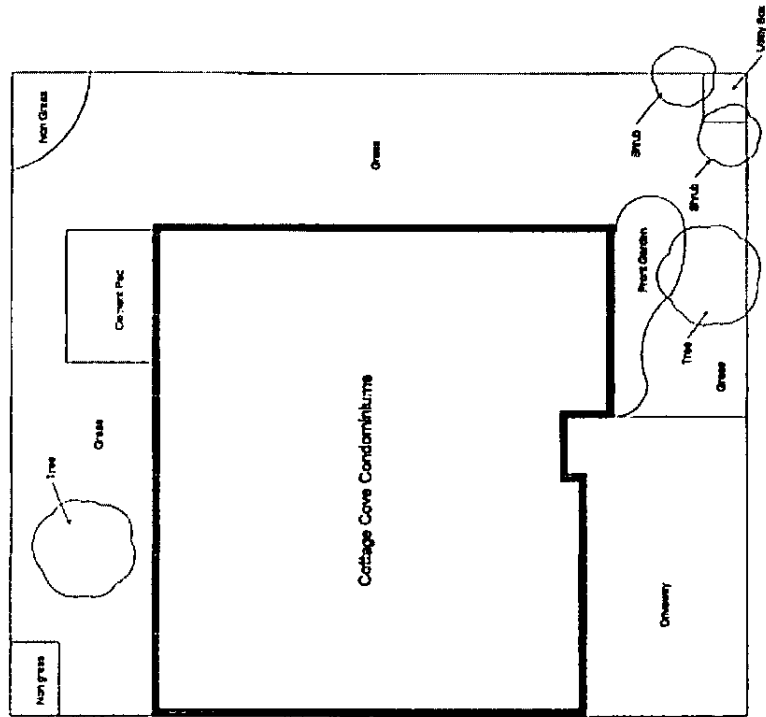
PARCEL 2:

COMMENCING North 0°08'06" West 1856.21 feet and North 89°51'54" West 371.86 feet from the South 1/4 corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being South 89°50'30" West 100.64 feet and South 0°08'06" East 533.4 feet from Salt Lake County Street Monument in 4500 South Street; South 0°08'06" East 52.12 feet; North 89°51'54" West 203.75 feet; North 0°08'06" West 52.12 feet; South 89°51'54" East 203.75 feet to point of BEGINNING.

ALSO COMMENCING North 0°08'06" West 1804.09 feet and North 89°51'54" West 371.86 feet from South 1/4 corner of said Section 6; said point also being South 89°50'30" West 100.64 feet and South 0°08'06" East 585.52 feet from Salt Lake County Street Monument in 4500 South Street; South 0°08'06" East 142.78 feet; North 89°51'54" West 203.75 feet; North 0°08'06" West 142.78 feet; South 89°51'54" East 203.75 feet to BEGINNING.

together with all appurtenances and subject to all reservations contained in the Declaration.

EXHIBIT B



NOTE: 1. If a utility box is present in the front garden, it shall be located on the other side of the lawn.
 2. Non-grass areas in the rear yard may contain shrubs or small plants.
 3. The front garden area may contain small shrubs, trees and plants in the owners' discretion.