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RECORDER, SALT LAKE COUNTY, UTAH  
RIVERTON CITY  
ATTN: VIRGINIA LOADER  
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RIVERTON UT 84065  
BY: LDT, DEPUTY - WI 6 P.

**AMENDMENT**

**TO**

**DECLARATION OF DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS**

**FOR**

**COTTAGES AT HIDDEN CREEK P.U.D.  
(formerly Winford Park P.U.D.)**

**A PLANNED UNIT DEVELOPMENT  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT (this AAmendment@) is adopted this 19 day of July, 2010, by 11700 South, LLC, a Utah limited liability company, a Utah limited liability company (the ADeveloper@) and The Cottages at Hidden Creek Homeowners Association, a Utah non-profit corporation, formerly known as Winford Park Homeowners Association (the "Association").

**RECITALS**

A. Declarant is the successor of Winford Development Associates, LLC, as Declarant under the Declaration of Covenants, Conditions and Restrictions for Winford Park, a Planned Unit Development, which were recorded with the Salt Lake County Recorder on July 26, 2007, as Entry No. 10174373, in Book 9495, at Pages 5780-5822 (the "Declaration").

B. A Plat of the P.U.D. (the "Plat") was recorded with the Salt Lake County Recorder on July 26, 2007, as Entry No. 10174372 in Book 2007P at Page 307.

C. The Association is the Association referred to in the Declaration, whose members include all owners of Lots in the P.U.D.

D. Declarant and the Association have determined that it is the best interest of the P.U.D. and current and future owners of Lots to amend the Declaration to provide for the

reconfiguration of certain Lots and to make other changes, as provided herein.

E. An Amendment to the Plat (the "Amended Plat"), which sets forth the reconfigured Lots, will be recorded with the Salt Lake County Recorder together with this Amendment.

F. This Amendment is being made with the approval of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated, pursuant to Section 16.3 of the Declaration, and with the approval of seventy-five percent (75%) of all Lenders, pursuant to Sections 13.4 and 16.6 of the Declaration.

G. Capitalized terms used herein and not otherwise defined have the meanings given to them in the Declaration.

### TERMS OF AMENDMENT

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. All references in the Declaration to "Winford Park P.U.D." are hereby revised to refer to "Cottages at Hidden Creek P.U.D."
2. The Association shall change its name to "Cottages at Hidden Creek Homeowners Association."
3. The number of Lots is increased to one hundred two (102) Lots. The location of each Lot is set forth on the Amended Plat.
4. All references to the "Plat" in the Declaration are hereby revised to refer to the Plat, as amended by the Amended Plat. The Amended Plat is hereby incorporated into, and made an integral part of, this Declaration and all requirements and specifications set forth on the Amended Plat are deemed included in this Amendment.
5. Section 3.2.1 is amended and restated to read as follows:
  - 3.2.1. General. The patio, entryway, driveway, roof overhangs, private landscaped areas, eaves and soffits, if any, which are adjacent to each respective Lot as set forth and depicted on the Plat shall be exclusive Limited Common Areas and Facilities for the Lot. The Limited Common Areas and Facilities shall be appurtenant to each respective Lot where so identified and may not be severed from the ownership of the Lot.
6. Section 4.1 is amended and restated to read as follows:
  - 4.1. Maintenance of Lots and Exclusive Limited Common Areas and Facilities. Each Owner shall furnish and be responsible for, at the Owners own expense, all of the maintenance, repairs, and replacements within the portion of a building located on the Owner's own Lot and within any Limited Common Area appurtenant to the Owner's Lot.

Such obligation shall include, without limitation (a) the maintenance of all interior and exterior doors, including thresholds and door jams, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting the finished surfaces of floors, ceilings, or interior walls, (b) the maintenance of all structural elements and exterior surfaces of the buildings located on the Owner's Lot or on the Limited Common Area adjacent to such Lot, including siding, stucco, roofs and flashings and other materials on patios and roofs that was installed to exclusively function as an exterior surfaces or roof, (c) repair and replacement of all window, skylights, and door glass or equivalent materials and the interior and exterior cleaning of such window and door glass; (d) the maintenance of, in an open and unobstructed condition, all sewer and drainage pipes, water and other utility lines serving an Owner's respective Lot between the points at which the same enter the respective Lot and the points where the same join the utility lines serving other Lots; (e) maintenance, replacement repair and restoration of all of the following which service an Owner's Lot exclusively lighting fixtures, fans, plumbing fixtures, stoves, refrigerators, washers, dryers, water heaters, air conditioning units (including compressors, condensers and forced air units), intercoms, security systems, and such other appliances, fixtures, and decorations as an Owner may install; (f) the maintenance of the Lot and all exclusive Limited Common Areas and Facilities, such as patios, entrance areas, driveways and chimney flues, that are within Owner exclusive control in a clean and sanitary condition, free of pests and rodents, and in good order and repair. An Owner may make non-structural alterations within the portion of a building located on the Owner's Lot, but an Owner shall not make any structural or exterior alterations of the Building, the Lot the Common Areas and Facilities or the Limited Common Areas and Facilities without the prior written approval of the Board.

7. Section 4.2 is amended and restated to read as follows:

4.2. Maintenance of Common Areas and Facilities. The Association, or its fully delegated representative, shall:

(a) Maintain and otherwise manage the Common Areas and Facilities, including, but not limited to the landscaping, parking areas, streets and recreational facilities, if any, located thereon and maintain all parking areas;

(b) Replace injured and diseased trees or other vegetation in any Common Areas and Facilities, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil or for aesthetic purposes;

(c) Place and maintain upon any Common Areas and Facilities, such signs, markers and lights as the Board may deem appropriate for the proper identification use and regulation thereof, subject to the approval of the Board,

(d) Pay oil electrical, water, gas and other utility charges or fees for services furnished to the Common Areas and Facilities as the same become due and payable; and

(e) Do all such other and further acts which the Board deems necessary to

preserve and protect the Common Areas and Facilities and the beauty thereof in accordance with the general purposes specified in this Declaration.

If the need for any maintenance or repair by the Association is caused through the willful or negligent act of an Owner, his family, guests, licensees, lessees or invitees, the cost of such maintenance or repair shall be paid by such Owner, upon demand, to the Association, and the Association may enforce collection of such amounts as provided herein below for the collection of such amounts as provided herein below for the collection of Assessments.

8. A new Section 4.5 is added to read as follows:

4.5. Sewer. The Association will own, operate and maintain all of the sewer laterals. The Association will pay all sewer bills. The Association is responsible for all liability associated with a sewer lateral backup. The Association has authority to make assessments to cover sewer charges and maintenance costs and to enforce the same through the impositions of liens, in accordance with Article 6 of the Declaration.

9. A new Section 8.5 is added to read as follows:

8.5. Easements upon Lots. Subject to the Declaration, non-exclusive reciprocal easements are hereby reserved and created for the purpose of providing utilities to all other Lots, upon, over, under and through each Lot, including the installation, maintenance, repair and replacement of all pipes, wires, ducts, cables, conduits and public utility lines, which easements shall be appurtenant to each Lot. All such pipes, wires, ducts, cables, conduits and public utility lines, and their locations, shall be Common Areas and Facilities, and rights of access to them shall be governed by Sections 8.1 and 8.2 of the Declaration.


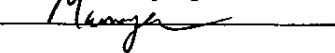
10. Section 9.22 (55+ Project) and Exhibit "B" to the Declaration are hereby deleted from the Declaration in their entirety. The homes along Winford Drive shall continue to be marketed as "suggested 55 and older."

Except as modified herein, all terms of the Declaration shall remain in full force and effect. To the extent there is any conflict between that Declaration and this Amendment, this Amendment shall control.


The undersigned President and Secretary of the Association hereby certify that this Amendment has been approved by the Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated at a duly called meeting of the Members of the Association and by seventy-five percent (75%) of all Lenders which have provided notice to the Association as described in Section 13.1 and 13.6 of the Declaration, based on one vote for each Lot encumbered by a loan.

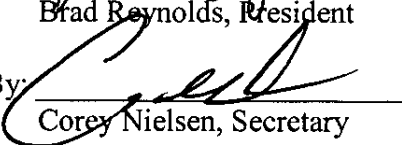
DATED this 19 day of July, 2010.

**DECLARANT:** 11700 SOUTH, LLC,  
a Utah limited liability company

By:   
Its: 

**ASSOCIATION:** The Cottages at Hidden Creek Homeowners Association,  
a Utah non-profit corporation

By:   
Brad Reynolds, President

By:   
Corey Nielsen, Secretary

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

The foregoing instrument was acknowledged before me this 19 day of JULY, 2010, by Brad Reynolds, the Manager of 11700 South, LLC, a Utah limited liability company, on behalf of such company.

  
NOTARY PUBLIC



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

The foregoing instrument was acknowledged before me this 19 day of JULY, 2010, by Brad Reynolds and Corey Nielsen, the President and Secretary of The Cottages at Hidden Homeowners Association, a Utah non-profit corporation, on behalf of such company.

  
NOTARY PUBLIC

