

WHEN RECORDED RETURN TO:

THE COVE POINT HOMES ASSOCIATION
Attention: Robert A. Renza (President)
3667 Oak Rim Way
Salt Lake City, Utah 84109

11976647
01/15/2015 01:01 PM \$123.00
Book - 10288 Pg - 9336-9351
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ROBERT RENZA
3667 OAK RIM WY
SALT LAKE CITY UT 84109
BY: TRP, DEPUTY - WI 16 P.

Space above for County Recorder's Use

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
COVE POINT - PHASES I, II, AND III**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF COVE POINT - PHASES I, II, AND III ("Second Amendment") is made and executed this 15th day of January, 2015 ("Effective Date"), by the **COVE POINT HOMES ASSOCIATION**, a Utah non-profit corporation ("Association"), with respect to the following:

RECITALS

A. Cove Point is a planned-unit development consisting of eighty-one (81) lots within Phases I, II, and III (the "Cove Point Project"), as evidenced by and more specifically depicted on the following recorded plats: (i) that certain Cove Point Phase I plat, recorded on May 26, 1976, in Book 76-5 at Page 118 in the Official Records of the County Recorder of Salt Lake County, State of Utah, (ii) that certain Cove Point Phase II plat, recorded on December 30, 1976, in Book 76-12 at Page 270 in the Official Records of the County Recorder of Salt Lake County, State of Utah, and (iii) that certain Cove Point Phase III plat, recorded on May 31, 1977, in Book 77-5 at Page 172 in the Official Records of the County Recorder of Salt Lake County, State of Utah (collectively, the "Cove Point Plats"). Additionally, the Cove Point Project contains various Common Areas, amenities, parking areas, and other improvements more particularly depicted or described on the Cove Point Plats.

B. Nagle Construction Company, Inc., in its capacity as declarant and developer of the Cove Point Project ("Declarant"), executed and caused to be recorded that certain Declaration of Covenants, Conditions, and Restrictions of Cove Point - Phase I, a Planned-Unit Development, dated May 13, 1976, and recorded on May 26, 1976, as Entry No. 2818317, in Book 4212, beginning at Page 277, in the Official Records of the County Recorder of Salt Lake County, State of Utah (the "Original Declaration"), and that certain Amendment of Declaration and Annexation of Contiguous Land - Cove Point Phase II, a Planned-Unit Development, dated February 15, 1977, and recorded on February 17, 1977, as Entry No. 2910356, in Book 4451, beginning at Page 209, in the Official Records of the County Recorder of Salt Lake County, State of Utah (the "Phase II Amendment"), and that certain Amendment of Declaration and

Annexation of Contiguous Land – Cove Point Phase III, a Planned-Unit Development, dated February 28, 1977, and recorded on April 22, 1980, as Entry No. 3425889, in Book 5091, beginning at Page 1216, in the Official Records of the County Recorder of Salt Lake County, State of Utah (the “Phase III Amendment”), and the Association executed that certain Amendment to Declaration of Covenants, Conditions, and Restrictions of Cove Point – Phases I, II, and III, a Planned-Unit Development, dated December 1, 1995, and recorded on December 4, 1995, as Entry No. 6227569, in Book 7283, beginning at Page 1057, in the Official Records of the County Recorder of Salt Lake County, State of Utah (the “First Amendment”) (the Original Declaration, Phase II Amendment, Phase III Amendment, and First Amendment are referred to collectively in this Second Amendment as the “Declaration”). The Declaration has been recorded against the Cove Point Project, which is and shall remain (following the execution and recording of this Second Amendment) subject to the easements, restrictions, covenants, conditions, uses, limitations, liabilities, and obligations set forth in the Declaration.

C. Pursuant to Article IX, Section 3 of the Original Declaration, the Declaration may be amended by not less than seventy-five percent (75%) of the affirmative consent, support, and authorization of the Lot Owners (as each of these terms are defined in the Original Declaration).

D. Pursuant to a separate instrument signed and authorized by not less than seventy-five percent (75%) of the Lot Owners prior to the Effective Date, the Lot Owners, by and through the Association, desire to effectuate and record this Second Amendment in order to modify and amend the Declaration and make certain corrections and reflect certain changes to the Cove Point Project, as more specifically set forth below.

AMENDMENT

NOW THEREFORE, the Association, as authorized by not less than seventy-five percent (75%) of the Lot Owners, hereby modifies and amends the Declaration as follows:

1. Submittal to Community Association Act. The Association hereby submits the entire Cove Point Project, including, each and every Lot and private area, Common Area, amenity, parking area, and other improvement located thereon to the provisions of the Utah Community Association Act, Utah Code Ann. §§ 57-8a-101 et seq., as amended (the “Act”), and the Association hereby declares that the entire Cove Point Project is and shall be held, conveyed, hypothecated, encumbered, leased, subleased, rented, used, and improved, as applicable, as a community association project. Except as otherwise amended by this Second Amendment, all of the Cove Point Project is and shall remain subject to the covenants, conditions, restrictions, uses, limitations, and obligations as originally set forth in the Declaration, each and all of which are declared and agreed to be for the benefit of the Cove Point Project and in furtherance of an overall plan for the care, protection, cleanliness, maintenance, improvement, and operation of the Cove Point Project; further, each and all of the provisions in the Declaration and this Second Amendment shall be deemed to run with the land and shall be a burden and a benefit to the Association, and its successor or assigns, and each and every Lot Owner acquiring, leasing, subleasing, or owning an interest in any Lot or private area comprising a portion of the Cove Point Project and each Owner’s assigns, lessees, sublessees, heirs, executors, administrators, devisees, and successors.

2. Owners' Easements of Enjoyment. Article II, Section 1(d) of the Original Declaration is hereby deleted in its entirety.

3. Parking. Article II, Section 3 of the Original Declaration is hereby deleted in its entirety and replaced with the following language:

Section 3. Parking Rights. All of the parking spaces, parking lots, and other parking related improvements either identified on the Cove Point Plats or as actually built (or to be built) within the Cove Point Project as of the Effective Date of this Second Amendment (collectively, the "Parking Improvements"), are deemed part of the Common Area and the Association, as grantor, hereby grants to each of the Lot Owners, as grantee, for the benefit of each Lot belonging to such Owners, and for the use of such Owners and their occupants, guests, and invitees, a non-exclusive easement for vehicular parking upon, over, and across the Parking Improvements located on the Common Areas located within the Cove Point Project. The Association hereby declares that, notwithstanding anything to the contrary in the Declaration, none of the Parking Improvements have been or will be designated or reserved for private ownership or for the exclusive or privileged use by any of the Lot Owners within the Cove Point Project. The Association hereby declares that it is the intent and objective of the Association (and the Lot Owners who authorized this Second Amendment) that the Parking Improvements be reserved strictly as part of the Common Area and made available for the common use and benefit of the Cove Point Project, as a whole, and for each of the Lot Owners of the Cove Point Project, and their occupants, guests, and invitees, on a first-come, first serve basis, insofar as the use of the Parking Improvements are consistent with this Section 3 and all applicable rules and regulations and relate to the intended use, purpose, and overall objectives of the Cove Point Project.

The Board of Directors ("Board") of the Association has previously adopted and shall have the right to continue to adopt and amend from time-to-time, certain rules and regulations regarding the use of the Parking Improvements and enforcement actions that may be taken by the Association with respect to anyone who violates or threatens to violate such rules and regulations, provided, the rules and regulations regarding the use of the Parking Improvements shall be made available to each Lot Owner in advance and upon request, and be implemented and enforced by the Board and the Association in a consistent, unbiased, non-discriminatory, equitable, and impartial manner. In doing so, the Board of the Association shall use its reasonable judgment when taking actions permitted by the Declaration, this Second Amendment, and those actions permitted under Utah Code Ann. § 57-8a-213 of the Act. By way of example only, and without limitation, the Board of the Association has been granted broad discretion and authority to determine: (i) the acceptable length of time that the Parking Improvements may be used and whether any time, place, and manner restrictions should be imposed upon the Parking Improvements, (ii) whether a fee should be charged for use of the Parking Improvements, whether for special events or

otherwise, (iii) what enforcement measures, if any, may be necessary or appropriate against any Lot Owners and/or their occupants, guests, and invitees who violate or threaten to violate the rules and regulations, including, but not limited to fines, towing of vehicles, and assessments, and (iv) which Parking Improvements should be designated and reserved for handicapped and/or visitor parking (including, the installation of signage to designate such usage). Furthermore, the Board of the Association shall have the right to take such actions and enforcement measures as it deems necessary to prevent any persons, including any Lot Owners and/or their occupants, guests, and invitees, who are not authorized to use the Parking Improvements.

Each Lot Owner's right to use the Parking Improvements is conditioned upon (i) each Lot Owner abiding by the Declaration, this Section 3, and all applicable rules and regulations adopted by the Association, (ii) each Lot Owner reasonably cooperating in order to see that their occupants, guests, and invitees (to the extent such parties are under the Lot Owner's control) also comply with the Declaration, this Section 3, and all applicable rules and regulations adopted by the Association, and (iii) each Lot Owner not being in breach or default of its obligations, responsibilities, or liabilities as set forth in the Declaration, this Section 3, and all applicable rules and regulations, beyond any applicable notice and cure periods.

Notwithstanding whether the rules and regulations of the Association or the Declaration permits or is silent as to the use of the Parking Improvements, the Association hereby declares that each Lot Owner shall be prohibited from parking any mobile homes, moving trucks, recreational vehicles, boats, trailers, inoperable vehicles, or similar incompatible and unsafe vehicles, equipment, or accessories, including, without limitation, any commercial trucks or vehicles with a medium or heavy duty classification or payload capacity over one ton, within the Cove Point Project, including in any of the Parking Improvements, for more than five (5) consecutive calendar days, regardless of whether such Lot Owner is in residence of its Lot for all or any portion of such 5-day period.

4. Rules and Regulations. Certain rules and regulations have previously been adopted by the Board of the Association in connection with the Cove Point Project and the Board retains the right to continue to adopt and amend, from time-to-time, any and all rules and regulations that it deems necessary or consistent with the Declaration, this Second Amendment, and the Act. The rules and regulations have been adopted and are intended by the Board and the Association, among other things, (i) to govern, control, and regulate the use and operation of the Cove Point Project, including the Common Areas and the Parking Improvements, in order that such use and operation may occur in an efficient, proper, and orderly fashion, and (ii) to govern, control, and address issues related to the general health, safety, care, cleanliness, and operation of the Cove Point Project, including the Common Areas and the Parking Improvements, and all of the Lot Owners and their occupants, guests, and invitees who may use, occupy, or visit the Cove Point Project. In the event of any conflict or inconsistency between the rules and regulations and the terms of the Declaration and this Second Amendment, the terms and conditions of the Declaration and this Second Amendment shall govern and control.

5. Appointment of Trustee. Pursuant to Utah Code Ann. § 57-8a-212 of the Act, the Association hereby appoints and designates Cottonwood Title Insurance Agency, Inc., a Utah corporation, as its trustee (“Trustee”), under the Declaration and this Second Amendment, with respect to the entire Cove Point Project and the Association hereby conveys and warrants pursuant to Utah Code Ann. §§ 57-1-20 and 57-8a-302 to Trustee, with power of sale, the entire Cove Point Project, including, without limitation, each of the individual Lots owned by the Owners, being more particularly defined and described on the attached Exhibit “A”, together with all improvements located thereon or associated therewith, for the purpose of securing payment of any and all lawful assessments under the terms of the Declaration, this Second Amendment, and as permitted under the Act.

6. Notice. The Association hereby declares that it is the intent and objective of the Association (and the Lot Owners who authorized this Second Amendment) that notice to Lot Owners shall be deemed fair and reasonable, so long as: (i) the method of delivery of such notice is (A) authorized in the Declaration or the articles or bylaws of the Association, or (B) the method of delivery of such notice is consistent with any rules and regulations previously adopted by the Association, and (ii) considering all the circumstances, such notice to Lot Owners is fair and reasonable. The Association further declares that notice may be provided to the Lot Owners by way of electronic means, including, but not limited to, e-mails, text messages, or the Association’s website. Notwithstanding anything to the contrary in this Section 7, a Lot Owner may, by written demand to the Board, require that the Association provide written notice by First Class mail.

7. Recording of Bylaws of Association. In compliance with Utah Code Ann. § 57-8a-216 of the Act, the Association hereby causes the bylaws of the Association to be recorded and declares that the most current version of the bylaws of the Association is attached as Exhibit “B” and incorporated into this Second Amendment.

8. Recitals. The recitals set forth above and any exhibits attached to or referenced in this Second Amendment are each incorporated into the body of this Second Amendment as if set forth in full herein.

9. Prospective Amendment Requirements. In accordance with Utah Code Ann. § 57-8a-104 of the Act, the Association hereby declares that following the recording of this Second Amendment, the affirmative consent, support, and vote required to adopt any future amendments to the Declaration shall be reduced to sixty-seven percent (67%) of the affirmative consent, support, and authorization of the voting interests of the Lot Owners.

10. Amendment to the Declaration. This Second Amendment constitutes an amendment to the Declaration in accordance with the requisite standards for amendment as set forth in Article IX, Section 3 of the Original Declaration. In the event of any conflict or inconsistency between the terms of this Second Amendment and any other terms of the Declaration, the intent and objective of the Association as specified in this Second Amendment shall govern and control.

11. Recording. This Second Amendment is hereby recorded against the entire Cove Point Project, including, without limitation, any and all Lots and private areas owned by the Owners, which project is more particularly defined and described on the attached Exhibit "A".

12. Definitions. Unless otherwise indicated in this Second Amendment, all capitalized terms used in this Second Amendment shall have the definition assigned to such terms in the Declaration.

13. Ratification. Except as set forth in this Second Amendment, all of the terms and conditions contained in the Declaration shall remain the same and in full force and effect, and the Declaration is hereby ratified and reaffirmed by the Association.

IN WITNESS WHEREOF, this Second Amendment has been executed as of the Effective Date.


ASSOCIATION:

COVE POINT HOMES ASSOCIATION,
a Utah non-profit corporation

By: 
Print Name: Robert A. Renza
Title: President

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

On the 15 day of January, 2015, Robert A. Renza, as the President and authorized representative of the Cove Point Homes Association, a Utah non-profit corporation, personally appeared before me as the signer of the foregoing instrument and duly acknowledged to me that he executed the same, and that he was duly authorized to do the same.



NOTARY PUBLIC
Residing at: South Salt Lake County, UT

My commission expires:

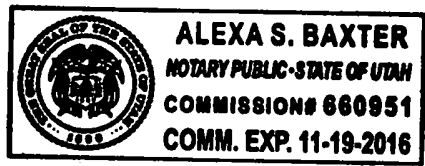


EXHIBIT "A"
TO
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
COVE POINT – PHASES I, II, AND III

LEGAL DESCRIPTION OF COVE POINT PROJECT AND INDIVIDUAL LOTS

The real property referenced in the foregoing Second Amendment as the "Cove Point Project" is located in Salt Lake County, State of Utah and is more particularly described as follows:

LOT NOS. 1 THROUGH 81, WITHIN THE COVE POINT PLANNED-UNIT DEVELOPMENT, PHASES I, II, AND III, AS THE SAME ARE IDENTIFIED AND DEPICTED ON THE COVE POINT PHASE I PLAT, RECORDED ON MAY 26, 1976, IN BOOK 76-5 AT PAGE 118 IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF SALT LAKE COUNTY, STATE OF UTAH, AS AMENDED BY THAT CERTAIN COVE POINT PHASE II PLAT, RECORDED ON DECEMBER 30, 1976, IN BOOK 76-12 AT PAGE 270 IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF SALT LAKE COUNTY, STATE OF UTAH, AND, AS FURTHER AMENDED BY THAT CERTAIN COVE POINT PHASE III PLAT, RECORDED ON MAY 31, 1977, IN BOOK 77-5 AT PAGE 172 IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF SALT LAKE COUNTY, STATE OF UTAH (COLLECTIVELY, THE "COVE POINT PLATS"), AND AS THE SAME ARE FURTHER IDENTIFIED AND DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF COVE POINT – PHASE I, A PLANNED-UNIT DEVELOPMENT, DATED MAY 13, 1976, AND RECORDED ON MAY 26, 1976, AS ENTRY NO. 2818317, IN BOOK 4212, BEGINNING AT PAGE 277, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF SALT LAKE COUNTY, STATE OF UTAH, AS AMENDED BY THE AMENDMENT OF DECLARATION AND ANNEXATION OF CONTIGUOUS LAND – COVE POINT PHASE II, A PLANNED-UNIT DEVELOPMENT, DATED FEBRUARY 15, 1977, AND RECORDED ON FEBRUARY 17, 1977, AS ENTRY NO. 2910356, IN BOOK 4451, BEGINNING AT PAGE 209, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF SALT LAKE COUNTY, STATE OF UTAH, AS FURTHER AMENDED BY THE AMENDMENT OF DECLARATION AND ANNEXATION OF CONTIGUOUS LAND – COVE POINT PHASE III, A PLANNED-UNIT DEVELOPMENT, DATED FEBRUARY 28, 1977, AND RECORDED ON APRIL 22, 1980, AS ENTRY NO. 3425889, IN BOOK 5091, BEGINNING AT PAGE 1216, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF SALT LAKE COUNTY, STATE OF UTAH, AND AS FURTHER AMENDED BY THE AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF COVE POINT – PHASES I, II, AND III, A PLANNED-UNIT DEVELOPMENT, DATED DECEMBER 1, 1995, AND RECORDED ON DECEMBER 4, 1995, AS ENTRY NO. 6227569, IN BOOK 7283, BEGINNING AT PAGE 1057, IN THE OFFICIAL RECORDS OF THE COUNTY

RECORDER OF SALT LAKE COUNTY, STATE OF UTAH (COLLECTIVELY, THE "DECLARATION").

TOGETHER WITH: (A) THE UNDIVIDED OWNERSHIP INTERESTS IN THE COVE POINT PLANNED-UNIT DEVELOPMENT, PHASES I, II, AND III, COMMON AREAS, LIMITED COMMON AREAS, AND ANY RELATED IMPROVEMENTS AND FACILITIES LOCATED THEREIN WHICH ARE APPURTENANT TO SAID LOTS; AND (B) THE NON-EXCLUSIVE RIGHT OF OWNERS TO USE AND ENJOY THE COMMON AREAS, LIMITED COMMON AREAS, AND ANY COMMON IMPROVEMENTS AND FACILITIES INCLUDED WITHIN THE COVE POINT PLANNED-UNIT DEVELOPMENT, PHASES I, II, AND III, IN ACCORDANCE WITH THE COVE POINT PLATS AND THE DECLARATION (AS SAID COVE POINT PLATS AND DECLARATION MAY HEREAFTER BE AMENDED OR SUPPLEMENTED) AND IN ACCORDANCE WITH THE UTAH COMMUNITY ASSOCIATION ACT, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE PRIVATE ROADS, WALKWAYS, PARKING SPACES, PARKING LOTS, AND OTHER PARKING RELATED IMPROVEMENTS, THE CLUB HOUSE, TENNIS COURTS, AND OTHER RELATED IMPROVEMENTS AND FACILITIES.

THE "COVE POINT PROJECT" ALSO INCLUDES THE PARCEL OF LAND LEGALLY DESCRIBED BELOW, WHICH HAS BEEN ASSIGNED THE TAX ID NO. 16-36-304-037

BEGINNING at a point which is South 0°13'44" West along the Boulevard Monument line 334.413 feet and due East 108.795 feet from the West Quarter Corner of Section 36, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said point also being South 6°30'11" East 65.564 feet along the Westerly line of Cove Point 3, a planned unit development in said Section 36, and due East 20.228 feet from the Northwest corner of said Cove Point 3; thence North 53°29' East 55.099 feet; thence South 36°31' East 63.029 feet; thence South 53°29' West 43.543 feet; thence South 36°31' East 14.366 feet; thence South 53°29' West 38.995 feet; thence North 36°31' West 41.024 feet; thence North 53°29' East 27.439 feet; thence North 36°31' West 36.37 feet to the point of BEGINNING. TOGETHER WITH ALL rights and responsibilities of membership in Cove Point Homes Association, a Non-profit corporation as provided in the Articles of Incorporation By-Laws, Declaration of Covenants, Conditions and Restrictions dated May 13, 1976 and recorded May 26, 1976 in Book 4212, Page 277-287 and amended in Book 4451, Page 209, records of Salt Lake County, State of Utah and all supplements and amendments thereto. Subject to all of the covenants, conditions, restrictions and easements contained and set forth in the Declaration of Covenants, Conditions and Restrictions dated May 13, 1976 and recorded May 26, 1976 in Book 4212, Page 277 and amended in Book 4451, Page 209, records of Salt Lake County, State of Utah and all supplements and amendments thereto.

EXHIBIT "A" – LEGAL DESCRIPTION OF COVE POINT PROJECT

BK 10288 PG 9343

THE "COVE POINT PROJECT" ALSO INCLUDES THE PARCEL OF LAND LEGALLY DESCRIBED BELOW, WHICH HAS BEEN ASSIGNED THE TAX ID NO. 16-36-304-038

The most Easterly existing building including the Lot, said property not given any Lot designation, as shown on the official recorded Plat of COVE POINT PHASE 3, a Planned Unit Development, said Plat filed and recorded May 31, 1977 in Book 77-5 at Page 172, as Entry No. 2950818, records of Salt Lake County, State of Utah.

Said Lot being more particularly described as follows:

Beginning at a point on the North line of said COVE POINT PHASE 3, said point being East 236.5 ft more or less, from the Northwest corner of said COVE POINT PHASE 3, said point also being East 5 ft and North 8.78 ft from the Northeast corner of the foundation of said existing building, and running thence North 6.0 ft; thence West 65.0 ft; thence South 69.78 ft; thence East 69.5 ft; thence North 32.5 ft; thence West 4.5 ft; thence North 31.28 ft to the point of beginning.

FOR REFERENCE AND INDEXING PURPOSES ONLY: The Lots, Common Areas, and related Properties and parcels of land within the Cove Point Project intended to be encumbered by this Second Amendment have been assigned the Tax Identification Numbers provided below:

Tax ID No. 16-36-306-001	Lot A-10, Tax ID No. 16-36-306-029	Lot D-59, Tax ID No. 16-36-304-007
Lot A-18, Tax ID No. 16-36-306-002	Lot A-11, Tax ID No. 16-36-306-030	Lot D-60, Tax ID No. 16-36-304-008
Lot A-17, Tax ID No. 16-36-306-003	Lot B-12, Tax ID No. 16-36-306-031	Lot D-61, Tax ID No. 16-36-304-009
Lot A-16, Tax ID No. 16-36-306-004	Lot B-13, Tax ID No. 16-36-306-032	Lot D-62, Tax ID No. 16-36-304-010
Lot A-15, Tax ID No. 16-36-306-005	Lot B-14, Tax ID No. 16-36-306-033	Lot C-63, Tax ID No. 16-36-304-011
Lot B-24, Tax ID No. 16-36-306-006	Lot A-33, Tax ID No. 16-36-306-034	Lot B-64, Tax ID No. 16-36-304-012
Lot B-23, Tax ID No. 16-36-306-007	Tax ID No. 16-36-307-001	Lot B-65, Tax ID No. 16-36-304-013
Lot B-22, Tax ID No. 16-36-306-008	Lot C-53, Tax ID No. 16-36-307-002	Lot A-66, Tax ID No. 16-36-304-014
Lot B-21, Tax ID No. 16-36-306-009	Lot C-52, Tax ID No. 16-36-307-003	Lot D-67, Tax ID No. 16-36-304-015
Lot B-20, Tax ID No. 16-36-306-010	Lot C-51, Tax ID No. 16-36-307-004	Lot D-68, Tax ID No. 16-36-304-016
Lot B-19, Tax ID No. 16-36-306-011	Lot C-50, Tax ID No. 16-36-307-005	Lot D-69, Tax ID No. 16-36-304-017
Lot A-28, Tax ID No. 16-36-306-012	Lot C-49, Tax ID No. 16-36-307-006	Lot B-70, Tax ID No. 16-36-304-018
Lot A-27, Tax ID No. 16-36-306-013	Lot C-48, Tax ID No. 16-36-307-007	Lot C-71, Tax ID No. 16-36-304-019
Lot A-26, Tax ID No. 16-36-306-014	Lot C-41, Tax ID No. 16-36-307-008	Lot C-72, Tax ID No. 16-36-304-020
Lot A-25, Tax ID No. 16-36-306-015	Lot C-42, Tax ID No. 16-36-307-009	Lot C-73, Tax ID No. 16-36-306-021
Lot B-32, Tax ID No. 16-36-306-016	Lot C-43, Tax ID No. 16-36-307-010	Lot C-74, Tax ID No. 16-36-306-022
Lot B-31, Tax ID No. 16-36-306-017	Lot C-44, Tax ID No. 16-36-307-011	Lot C-75, Tax ID No. 16-36-306-023
Lot B-30, Tax ID No. 16-36-306-018	Lot C-45, Tax ID No. 16-36-307-012	Lot A-76, Tax ID No. 16-36-306-024
Lot B-29, Tax ID No. 16-36-306-019	Lot C-46, Tax ID No. 16-36-307-013	Lot A-77, Tax ID No. 16-36-306-025
Lot B-1, Tax ID No. 16-36-306-020	Lot C-47, Tax ID No. 16-36-307-014	Lot A-34, Tax ID No. 16-36-306-026
Lot A-2, Tax ID No. 16-36-306-021	Lot C-78, Tax ID No. 16-36-307-015	Lot B-35, Tax ID No. 16-36-306-027
Lot B-3, Tax ID No. 16-36-306-022	Lot C-79, Tax ID No. 16-36-307-016	Lot B-40, Tax ID No. 16-36-306-028
Lot B-4, Tax ID No. 16-36-306-023	Tax ID No. 16-36-304-001	Lot B-39, Tax ID No. 16-36-306-029
Lot A-5, Tax ID No. 16-36-306-024	Lot B-54, Tax ID No. 16-36-304-002	Lot A-38, Tax ID No. 16-36-306-030
Lot B-6, Tax ID No. 16-36-306-025	Lot D-55, Tax ID No. 16-36-304-003	Lot A-37, Tax ID No. 16-36-306-031
Lot B-7, Tax ID No. 16-36-306-0026	Lot D-56, Tax ID No. 16-36-304-004	Lot A-36, Tax ID No. 16-36-306-032
Lot B-8, Tax ID No. 16-36-306-0027	Lot D-57, Tax ID No. 16-36-304-005	Tax ID No. 16-36-304-037
Lot B-9, Tax ID No. 16-36-306-0028	Lot D-58, Tax ID No. 16-36-304-006	Tax ID No. 16-36-304-038

EXHIBIT "B"
TO
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
COVE POINT – PHASES I, II, AND III

BYLAWS OF COVE POINT HOMES ASSOCIATION

[See Attached]

**BYLAWS
OF
COVE POINT HOMES ASSOCIATION**

**ARTICLE I
Name and Location**

The name of the corporation is Cove Point Homes Association, hereinafter referred to as Association. The principal office of the corporation shall be located at 3538 East 3800 South, Salt Lake City, Salt Lake County, Utah, but meetings of members and directors may be held at such places within the State of Utah, County of Salt Lake, as may be designated by the Board of Directors.

**ARTICLE II
Definitions**

Section 1. Association shall mean and refer to Cove Point Homes Association, its successors and assigns.

Section 2. Properties shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. Common Area shall mean all real property owned by the Association for common use and enjoyment of the Owners.

Section 4. Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. Declarant shall mean and refer to Nagle Construction Company, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. Declaration shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Salt Lake County Recorder.

Section 8. Member shall mean and refer to those persons entitled to membership provided in the Declaration.

**ARTICLE III
Meeting of Members**

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year following a term of five years or the date the last home on the property or property annexed thereto, is sold, whichever date first occurs; the exact day to be fixed by resolution of the Board of Directors. Each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter at the hour of seven o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of twenty-five per cent (25%) of the member entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one fourth (1/4) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV Board of Directors, Selection, Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of five directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect five directors who shall serve for the ensuing year, and thereafter until his successor has been elected and qualified.

Section 3. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4. Action taken without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties. A director may serve as manager or a corporation in which a director is an interested party may also serve as manager. The manager shall be entitled to receive reasonable compensation for services performed for the Association.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may be appropriate; and

(g) Cause the Common Area to be maintained;

(h) Cause the exterior of the dwellings to be maintained, as provided in the Declaration of Covenants of Cove Point and carry out all other duties of the Association as contained in said Declaration.

Section 3. Indemnity. Each director shall be indemnified and held harmless by the members against all costs, expenses and liabilities whatsoever, including without limitation, attorneys' fees reasonably incurred

by him in connection with any proceeding to which he may become involved by reason of his being or having been a director of the Association.

ARTICLE VII Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice- president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Appointment of officers. The appointment of officers shall take place following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. A person may hold the offices of director, officer, and manager simultaneously.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII Committees

The Association shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XI Contractual Limitations

It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any member arising out of any contract made by the Board or out of the indemnity in favor of the members of the Board, shall be limited to such proportion of the total liability thereunder as his interest in the Common Areas bears to the interest of all of the members in the Common Areas. Every agreement made by the Board or by the managing agent or manager on behalf of the Association, shall provide that the members of the Board or the managing agent, or the manager, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder (except as Lot Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as interest in the Common Area, thereas to the interest of all Owners in the Common Area.

ARTICLE XII Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, provided, however, prior to the meeting a

written notice shall be given to each member concerning proposed amendments to be considered at such meeting.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.