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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
EUGENE CAMPBELL
1651 PEACEFUL CIRCLE
SOUTH JORDAN UT 84095
BY: DDA, DEPUTY - WI 4 P.

After Recording Return To:
RICHARDS, KIMBLE & WINN PC
2040 E Murray Holladay Rd, Ste 106
Salt Lake City, UT 84117

**MODIFIED AMENDMENT TO THE COVENANTS, CONDITIONS AND # 3
RESTRICTIONS OF
THE COTTAGES AT TEMPLE VIEW HOMEOWNERS ASSOCIATION, INC.**

RECITALS

- A. The Cottages at Temple View Condominiums, and the resulting homeowners association, was created pursuant to a Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Salt Lake County Recorder on October 10, 2002, as Entry No. 8382733 (the "Declaration");
- B. The Cottages at Temple View Homeowners Association ("Association") amended the Declaration to clarify the desired and intended maintenance obligations between the Owners and the Association pursuant to an Amendment to the Covenants, Conditions and Restrictions of The Cottages at Temple View Homeowners Association, Inc. recorded in the Office of the Salt Lake County Recorder on August 29, 2014, as Entry No. 11905748 ("Amendment").
- C. The Association desires now to clarify an additional aspect of the desired and intended maintenance obligations between the Owners and the Association to more conform to actual practices over an extended period of time by modifying Section 6.1 of the Amendment. This modification is being made to clarify that decks and balconies are to be maintained, repaired and replaced by the Owners and not by the Association.
- C. This modification to the Amendment shall be binding against the property described in the Declaration (Exhibit A hereto) and any amendment thereto. In the event of a conflict between this modification and the Bylaws, the terms of this modification to the Amendment shall control.
- D. Pursuant to Section 10.2 of the Declaration, the undersigned hereby certifies that the voting requirements to amend the Declaration have been satisfied to adopt this Amendment.

NOW, THEREFORE, Article VI, Section 6.1(c) of the Declaration is hereby amended to read (6.1(c) only):

6.1 Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation (attached hereto as Exhibit "B"), the Bylaws (attached hereto as Exhibit "C"), or this Declaration; the Association shall have the

obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

(a) REMAINS THE SAME

(b) REMAINS THE SAME

(c) The Association shall maintain, repair, and replace all landscaping and improvements in the Common Areas. **In addition, the Association shall maintain all Lots, including landscaping and yard areas, and all exteriors of the Living Units including roofs but excluding foundations, windows, window frames, doors, door frames, decks and/or balconies. However, if a pipe, wire or conduit serves only a single Living Unit, the obligation to maintain, repair and replace the same shall be the obligation of the Lot Owner.**

Each Owner shall paint, repair, and otherwise maintain the interior of Such Owner's Living Unit and shall maintain all mechanical devices, including but not limited to, appurtenant electrical, plumbing and heating, ventilating and air conditioning systems.

In the event that the need for maintenance or repair of Common Areas as specified herein is caused through the willful or negligent acts of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair (and administrative expenses equal to ten percent (10%) of such costs) shall be added to and become part of the Reimbursement Assessment (as set forth in Section 5.5) to which such Lot or Living Unit is subject.

(d) REMAINS THE SAME

(e) REMAINS THE SAME

(f) REMAINS THE SAME

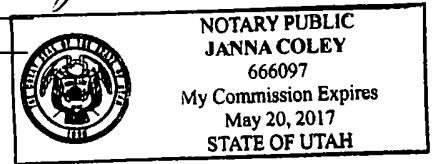
[Signature Page and Legal Description to Follow]

IN WITNESS WHEREOF, The Board of Directors of The Cottages at Temple View Homeowners Association has caused this Amendment to the Declaration to be executed as of the 21st day of JANUARY, 2014⁵

**THE COTTAGES AT TEMPLE VIEW
HOMEOWNERS ASSOCIATION**

Eugene L. Campbell
By: EUGENE L. CAMPBELL
Its: PRESIDENT

Janna Coley
By: _____
Its: _____



State of Utah)
County of SALT LAKE :SS

Subscribed and sworn to before me by Eugene Campbell on the 21
day of Jan, 2014.
2015

Janna Coley
Notary Public

State of Utah)
County of SALT LAKE :SS

Subscribed and sworn to before me by Marilyn Garner on the 21
day of Jan, 2014.
2015

Janna Coley
Notary Public

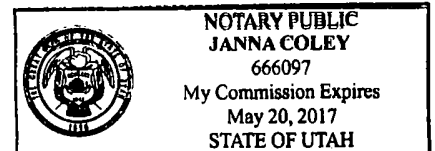


EXHIBIT A

LEGAL DESCRIPTION

All Lots and Common Area contained within COTTAGES AT TEMPLEVIEW PH 1 CONDO AMD AND COTTAGES AT TEMPLEVIEW PH 2 CONDO AMD, as recorded in the office of the Salt Lake County Recorder.

First parcel: 27102040010000