12150997 10/14/2015 2:56:00 PM \$94.00 Book - 10370 Pg - 2512-2514 Gary W. Ott Recorder, Salt Lake County, UT BALL JANIK LLP BY: eCASH, DEPUTY - EF 3 P.

After Recording Return To:

Ball Janik, LLP 2040 Murray Holladay Rd., Suite 106 Salt Lake City, UT 84117 801-274-6800

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF COVE POINT

- A. Certain real property in Salt Lake County, Utah, was subjected to certain covenants, conditions and restrictions pursuant to a Declaration of Covenants, Conditions and Restrictions recorded May 26, 1976, as Entry No. 2818317 in the Recorder's Office for Salt Lake County, Utah, and (among other amendments) an amendment to the Declaration recorded December 4, 1995, as Entry No. 6227569 (the "Declaration").
- B. This amendment shall be binding against the property subjected to the Declaration and any annexation or supplement thereto, described in Exhibit A.
- C. In order to adjust the maintenance responsibilities of the Owners and the Association, the Cove Point Homes Association ("Association") deems it necessary and in the best interests of the Owners to adopt the following amendment.
- D. Pursuant to Article IX, Section 3 of the Declaration (as amended), the undersigned hereby certifies that all of the voting requirements to amend the Declaration have been satisfied and that 67% of the voting interests of the Association have affirmatively approved the adoption of this amendment.

NOW, THEREFORE, the Association hereby amends Article VI "Exterior Maintenance" of the Declaration to read as follows:

Section 1. Association. The Association shall not be responsible for maintenance, repair or replacement of the following: dwelling structures upon the Lots or any part of such structures, fences, porches, patios, decks, walkways or driveways except as may be appurtenant to the clubhouse or tennis court area. In addition to maintenance upon the Common Area, the Association shall maintain, repair, replace and care for the following on a Lot: (1) shrubs and trees, except to the extent the Lot Owner is responsible in Section 2 below, (2) grass and sprinkler systems, including within enclosed back yard areas, except that if the gate(s) to such area is locked by an Owner, if dogs are present, or if animal waste is present on the lawn, such Owner shall be responsible for all maintenance, repair and replacement within the enclosed area.

Section 2. Lot Owners. Each Lot Owner shall maintain, repair and replace at its sole cost: (1) any porch, patio, deck, walkway or driveway that serves the Owner's Lot exclusively, (2) the dwelling structure upon the Owner's Lot, and (3) shrubs, trees, flowers and flowerbeds within five feet of the dwelling structure, within enclosed back yard areas, or planted by the Lot Owner. The cost of repair and maintenance of any fence within the Properties shall be the responsibility of the Owner(s) who make use of the fence in proportion to such use.

Section 3. Approval; Architectural Guidelines. All maintenance, repair and replacement carried out by a Lot Owner to any structure or improvement that is visible from another Lot or any road shall be pre-approved in writing by the architectural committee or Board pursuant to Article V of the Declaration and shall be carried out in accordance with the architectural guidelines set forth in the Association's Rules and Regulations from time to time.

Section 4. In the event that the need for maintenance or repairs is caused through the willful or negligent act of any Owner, his family, guests or invitees, to any portion of the Properties that the Association is responsible to maintain, the cost of such maintenance or repair shall be added to and become part of the assessment to which such Lot is subject.

IN WITNESS WHEREOF, the Cove Point Homes Association has executed this Amendment to the Declaration as of the 14th day of 0.758 , 2015.

COVE POINT HOMES ASSOCIATION

a Utah nonprofit corporation

State of Utah

County of Salt Lake

Subscribed and sworn to before me on the 14 day of 0ctober, 2015, by Robert A. Renzer.

STACY LASSON
Notary Public
State of Utah
Comm. No. 662467
My Comm. Expires Jan 15, 2017

Notary Public

EXHIBIT A Legal Description

Lots:	Lots:	Lots:
A2	C41	A34
A5	C42	A36
B1	C43	A37
B3	C44	A38
B4	C45	A66
B6	C46	A76
B7	C47	A77
B8	C48	B35
В9	C49	B39
A10	C50	B40
A11	C51	B54
A15	C52	B64
A16	C53	B65
A17	C78	B70
A18	C79	C63
A25	COVE POINT PHASE 2	C71
A26	according to the official plat	C72
A27	thereof as recorded in the	C73
A28	office of the Salt Lake County	C74
A33	Recorder.	C75 ,
B12		D55
B13	First Parcel No: 16-36-307-	D56
B14	008-0000	D57
B19		D58
B20		D59
B21		D60
B22		D61
B23		D62
B23 B24		D67
B29		D68
B30		D69
B31		COVE POINT PHASE 3
B31 B32		according to the official plat
COVE POINT PHASE 1		thereof as recorded in the
		office of the Salt Lake County
according to the official plat thereof as recorded in the		Recorder.
		Kecoluci.
office of the Salt Lake County		First Parcel No: 16-36-304-
Recorder.		026-0000
First Presel No. 16 26 206		020-000
First Parcel No: 16-36-306-		
021-0000		