

After Recording Return To:
Richards Law, PC
4141 So. Highland Drive, Ste. 225
Salt Lake City, UT 84124

**AMENDMENT TO THE
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
ESTABLISHING AN EXPANDABLE PLANNED UNIT DEVELOPMENT
FOR
WOODLAND COVE**

This Amendment to the Declaration of Covenants Conditions and Restrictions for Woodland Cove (“**Declaration**”) that established the development known as Woodland Cove, a Planned Unit Development is made on the date evidenced below by the Woodland Cove Homeowners Association, a Utah nonprofit corporation (hereinafter “**Association**”).

RECITALS

- A. Certain real property in Salt Lake County, Utah, known as Woodland Cove was subjected to certain covenants, conditions and restrictions by Declaration recorded February 23, 2010, as Entry No. 10902324 in the Office of the County Recorder for Salt Lake County, State of Utah;
- B. This Amendment to the Declaration shall be binding against the property described in the Declaration and as contained in **Exhibit A** attached hereto;
- C. The affairs and business of the Association is managed by the Management Committee who shall have all powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things necessary to operate and maintain the Project;
- D. The Management Committee is charged with purchasing and maintaining insurance for the Association, as well as determining the annual assessment of each Owner;
- E. Utah Code Ann. §57-8a-402, et al. provides that the Association may, through amendment, provide property insurance to all of the project’s lots;
- F. Accordingly, the owners find it in the best interests of the Association that the Association purchase and maintain insurance on the lots and units within the project;
- G. Pursuant to Article III, Section 31 of Declaration, proper approval was duly received to adopt and record this Amendment to the Declaration;

NOW, THEREFORE, for the benefit of the Association and all Owners thereof, the Management Committee hereby executes this Amendment for the Association, having received all necessary approvals, for and on behalf of all Owners, to delete in its entirety Article III, Section 27 and 28, and replace Section 27 and 28 in their entirety as follows:

Article III, Section 27. Insurance.

A) Types of Insurance Maintained by the Association. The Association shall obtain the following types of insurance:

(1) Liability. A public general liability insurance policy covering the Association, its members, officers, Committee members and managing agents, having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence or in an amount not less than the minimum amount required by applicable law, ordinance or regulation. Coverage under this policy shall include, without limitation, all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Areas. Each lot owner is an insured person under a liability insurance policy that the Association obtains, but only for liability arising from (a) the lot owner's ownership interest in the Common Areas; (b) maintenance, repair, or replacement of Common Areas; and (c) the lot owner's membership in the Association;

(2) Property. Blanket property insurance or guaranteed replacement cost insurance with not less than 100% of the full replacement cost for the physical structure of all attached dwellings, Limited Common Areas appurtenant to a dwelling on a Lot, and Common Areas, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, and including coverage for any fixture, improvement, or betterment installed at any time to an attached dwelling or to a Limited Common Area appurtenant to a dwelling on a Lot, whether installed in the original construction or in any remodel or later alteration, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to an attached dwelling or to a Limited Common Area;

(3) Fidelity Insurance or Bond. The Association shall obtain and maintain adequate fidelity coverage to protect against dishonest acts by its officers, members of the Management Committee, employees, and all others who are responsible for handling funds of the Association, including any property manager. Such fidelity coverage shall: (i) name the Association as an obligee; (ii) not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or managing agent, as the case may be, at any given time, and shall in no event be in an amount less than three months assessments on all Lots plus reserves; (iii) contain an appropriate endorsement(s)

to the policy to cover any persons who serve without compensation if the policy would not otherwise cover volunteers, and to cover the Association's management agent, if the Association has delegated some or all of the responsibility for the handling of funds to a management agent; (iv) provide that coverage may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least ten (10) days prior written notice to the Association or any insurance trustee.

(4) Directors and Officers (D&O) Insurance. The Association shall purchase and maintain insurance on behalf of any person who was or is a Committee member or officer of the Association, and any other person the Association is required by law or contract to indemnify, against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the laws of the state of Utah, as the same may hereafter be amended or modified.

(5) Other Insurance. The Association shall obtain such other insurance if and to the extent required by law or as the Committee deems necessary from time to time, such as workers' compensation insurance.

B) *Acceptable Insurance Providers.* The Association shall use generally acceptable insurance carriers.

C) *Lot Owner Insurance Responsibility.*

(1) Master Policy Deductible. For covered losses to Lots, the Association's policy is primary, but the Lot Owner is responsible for the Association's policy deductible (which shall be an automatic Assessment against such Owner 30 days after substantial completion of the repairs to, as applicable, the Lot, a dwelling on the Lot, or the limited common area appurtenant to the Lot if not paid) as follows:

(a) If a loss occurs that is covered by the Association's policy and by a Lot Owner's policy, the Association's policy provides primary insurance coverage and the Lot Owner's policy applies to that portion of the loss attributable to the policy deductible of the Association.

(b) If a Lot, or Limited Common Area or facility appurtenant to a Lot, suffers damage as part of a covered loss, the Lot Owner is responsible for an amount calculated by applying the percentage of total damage resulting in a covered loss that is attributable to Lot damage for that Lot to the amount of the deductible under the Association's policy. The amount of the deductible under the Association's policy shall be determined by the Committee from time to time. The Association shall provide notice to the Lot Owners of the amount of, and any change in the amount of, the deductible.

(2) Contents of Lot/Unit. The Association's policy does not cover the contents of a Lot or Unit or a Lot Owner's personal property. Each Lot Owner is strongly encouraged to obtain insurance coverage for contents of their Lot or Unit, as well as for coverage in the event the Owner has to pay the Association policy deductible as provided above

(3) Loss Due to Fault of Another. This Declaration does not prevent a person suffering a loss as a result of damage to property from asserting a claim, either directly or through subrogation, for the loss against a person at fault for the loss, except that, notwithstanding the foregoing, an insurer under a property insurance policy or liability insurance policy obtained by the Association waives the insurer's right to subrogation under the policy against: (a) any person residing with the unit owner, if the unit owner resides in the unit, and (b) the unit owner.

(4) Acceptable Contractors. No work on any part of the Property, including Lots and Units, shall be performed for repair or replacement due to a covered loss except by a licensed contractor carrying adequate liability and workers compensation insurance, whether such person is hired by an Owner or the Association.

D) Power of Attorney

(1) Notwithstanding any of the foregoing provisions and requirements relating to Association property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement (the "Insurance Trustee") who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. By purchasing a Lot, all Owners appoint the Association or any Insurance Trustee designated by the Association as attorney-in-fact for the purpose of purchasing and maintaining the insurance specified in this section, including: (1) the collection and appropriate disposition of the proceeds thereof; (2) the negotiation of losses and execution of releases of liability; (3) the execution of all documents; and (4) the performance of all other acts necessary to accomplish such purpose.

(2) By purchasing a Lot, all Owners appoint the Association, or any trustee designated by the Association as attorney-in-fact for the purpose of representing the Owners in condemnation proceedings or negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Areas, or part thereof, by the condemning authority.

[END OF AMENDMENT]

IN WITNESS WHEREOF, WOODLAND COVE HOMEOWNERS ASSOCIATION has executed this Amendment to the Declaration as of the 7 day of may, 2019.

WOODLAND COVE HOMEOWNERS ASSOCIATION

Teri Mattson

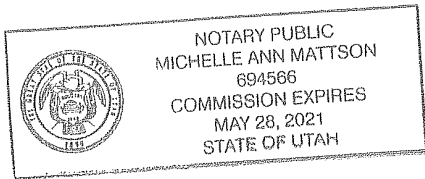
, President

Be RO

, Secretary

STATE OF UTAH)
 :SS
County of Salt Lake)

On the 7 day of may, 2019, personally appeared before me Teri Mattson and Brona Burke who, being first duly sworn, did that say that they are the President and Secretary of the Woodland Cove Homeowners Association and that the foregoing instrument was signed in behalf of said Association by authority of its Committee of Trustees/Management Committee; and each of them acknowledged said instrument to be their voluntary act and deed.



Michelle Mattson

Notary Public for Utah

EXHIBIT A

LEGAL DESCRIPTION

WOODLAND COVE PUD, according to the official plat thereof recorded in the office of the Salt Lake County Recorder, state of Utah.

Parcel Numbers: 16323520710000 through 16323521000000 **excluding** 16323520950000, 16323520890000 and 16323520880000

(27 total Lots)