

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR
MARMALADE COURT TOWNHOMES
A Master Community in Salt Lake City, Utah**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Marmalade Court Townhomes (hereinafter "First Amendment") hereby amends that certain Declaration of Covenants, Conditions & Restrictions for Marmalade Court Townhomes, a Master Community, recorded on April 13, 2018 in the Salt Lake County Recorder's Office, as Entry No. 12752704 and is hereby made and executed, as of the date set forth in the notarized signature below, by the Board of Directors ("Board") for the Marmalade Court Homeowners Association, Inc. ("Association"), for and on behalf, of its Members and made effective as of the date recorded in the Salt Lake County Recorder's Office.

RECITALS:

- A. This First Amendment affects and concerns the real property located in Salt Lake County, Utah, and more particularly described in the attached **Exhibit "A"** ("Property").
- B. On or about April 13, 2018, a Plat Map of Marmalade Court Townhomes depicting the Project was recorded in the Salt Lake County Recorder's Office as Entry No. 12752703, as amended ("Declaration").
- C. On or about April 13, 2018, the Declaration of Covenants, Conditions and Restrictions for Marmalade Court Condominiums was recorded in the Salt Lake County Recorder's Office, as Entry No. 12752707 ("Condominium Declaration").
- D. On or about May 8, 2020, the Notice of Reinvestment Fee Covenant was recorded in the Salt Lake County Recorder's Office as Entry No. 13265344.
- E. The developer/Declarant elected not to construct the Condominium Project and Condo Units.
- F. On or about June 6, 2022, a Quitclaim Deed was recorded in the Salt Lake County Recorder's Office as Entry No. 13964864, conveying any property owned by the Marmalade Court Condominium Sub-association, Inc. to the Association.
- G. On or about June 6, 2022, a Notice of Termination of the Declaration of Covenants, Conditions & Restrictions for Marmalade Court Condominiums was recorded in the Salt Lake County Recorder's Office as Entry No. 13964865 terminated the Condominium Sub-association, which was never constructed.

- H. The Association desires to make certain amendments to the Declaration, as further set forth herein.
- I. The Association shall record an Amended Notice of Reinvestment Fee Covenant consistent with Article 6 below.

CERTIFICATION

By signing below, pursuant Article 13.3 of the Declaration, the Board certifies that no less than 2/3rds of the total voting interests in the Association approved through written consent the recording of this First Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Association hereby makes and executes this First Amendment, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

- 1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.
- 2. No Other Changes. Except as otherwise expressly provided in this First Amendment, the Declaration, as amended, remain in full force and effect without modification.
- 3. Authorization. The individuals signing for the respective entities below make the following representations: (i) he/she has read the First Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the First Amendment acting in said capacity.
- 4. Definitions. All definitions utilized herein shall have those meanings as set forth in the Declaration.
- 5. Conflicts. In the case of any conflict between the provisions of this First Amendment and the provisions of the Declaration, the provisions of this First Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision(s) is hereby modified in order to accomplish the purpose and intent of this First Amendment.

AMENDMENTS

- 6. All references, provisions, and articles in the Declaration with regard to the Condominium Declaration, Condo Property, Condo Unit, Unit, Condominium Ownership Act, Condo Association, Declarant, and Control Period are hereby void and shall be disregarded moving forward.

7. Article 1.9 is hereby supplemented to include attached patios.

8. Article 3.4 of the Declaration is hereby deleted in its entirety and replaced with the following:

3.4 Landscaping. The Master Association shall perform all general landscaping maintenance in the Project. This includes the Common Areas and Lots outside of the Dwelling. The Master Association shall be responsible for maintenance of the irrigation infrastructure and the mowing and general landscape maintenance in the Project. The Association is hereby granted all necessary easements and access to fulfill these responsibilities and functions.

- (a) The Association may adopt Rules with respect to access to the Lots, control of the irrigation, prohibition of certain items within the Lots, and other rules to facilitate the maintenance of landscaping on the Lots.
- (b) Without the written permission of the Board, Owners may not modify landscaping or irrigation facilities on their Lots or within the Project.

9. Article 4.6 is hereby added to the Declaration as follows:

4.6 Owner Maintenance of Dwellings. Each Owner shall be responsible to maintain all elements of the Dwelling and Lot not expressly made the responsibility of the Association. Owners shall maintain their Dwellings and Lots in a clean, sanitary, attractive, and marketable condition. No Owner shall permit their Lot or the Improvements thereon to fall into a state of disrepair. In addition to the Dwelling structure, Owners' maintenance of the Dwelling shall include garage doors, doors, doorframes, windows, window frames, window wells, skylights, patio doors, or glass of any kind. Owners shall be *financially responsible* to maintain, repair, and replace the roofs, shingles, rain gutters and downspouts for their Dwelling, as well as all necessary structural repairs of roofs and exterior walls (including normal wear and tear on exterior wall finishes). Owners shall also be *financially responsible* to maintain, repair and replace driveways and rear patios for Dwellings. Notwithstanding the Owners' financial responsibility for such repairs, the necessary maintenance and repairs may be organized and/or carried out by the Association, as determined by the Association.

- (a) Notwithstanding the above, the Board may determine from time to time if certain of the above-enumerated obligations of the Owners should be undertaken at Association expense in order to achieve cost savings, convenience to the Owners, or attainment of a desired level of maintenance within the Property.

10. Article 8.8 of the Declaration is hereby deleted in its entirety and replaced with the following:

8.8 Reinvestment Fee. The Association shall levy a one-time reinvestment fee

to be paid to the Association when a change in ownership or transfer of a Dwelling occurs in the amount of one-half of one percent (0.005) of the gross sales price or fair market value of the Dwelling unless a lesser amount is established by Board from time to time. Such amount shall be in addition to any pro rata share of assessments due and adjusted at settlement. The existence of the Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of this reinvestment fee is to benefit the burdened property by facilitating the administration, maintenance, and operations of the Association's Common Areas and facilities, and Association expenses.

11. Articles 11.36 of the Declaration is hereby deleted in its entirety and replaced with the following:

11.36 Long Term Leasing. Long term leasing is permissible under the following circumstances:

- a. Any long-term lease shall be in writing, shall be for an initial term of at least twelve months, and must provide as a term of the agreement that the occupant shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease. If a lease does not include these provisions, they shall nonetheless be deemed to be part of the lease and binding on both the Owner and the occupant.
- b. An Owner may not lease less than the entire Dwelling.
- c. An Owner shall provide the Board and the Manager with a copy of any lease agreement at least fifteen (15) days in advance of its start date, as well as information identifying the occupants, their vehicles, phone numbers, email addresses, and any other applicable contact information.
- d. Owners are solely responsible and required to perform appropriate background checks for their tenants and are required to notify the Board in advance of the commencement of a lease that such background checks have been completed by Owner.
- e. The Owner(s) of a Dwelling shall be responsible for the occupant's or any guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Master Declaration, the Master Association, following notice to the Owner, shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending non-owner occupant. The Master Association, the Board, and the Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Master Association, the Board, and the Manager arising from any claim

f. The Board may adopt Rules requiring: (1) reporting and procedural requirements related to non-owner occupied Dwellings; and (2) Other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Master Declaration.

g. Violations of the provisions of this Article shall result in the imposition of a fines and/or other legal action, as allowed by the Declaration and Utah Community Association Act.

Michael William Scholes

Exhibit "A"
Legal Description

THE FOLLOWING DESCRIBED TRACT OF LAND INCLUDES PARCEL TAX ID NUMBERS; 08-25-451-004, 08-25-451-005, 08-25-451-006, 08-25-451-007, 08-25-451-008, 08-25-377-013, AND 08-26-377-014 ALSO DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 6 BLOCK 151 PLAT "A" SALT LAKE CITY SURVEY SAID POINT ALSO BEING SOUTH 89° 59'29" WEST 63.96 FEET, AND SOUTH 00°01'05" EAST 63.50 FEET FROM FRONT MONUMENT IN THE INTERSECTION OF 800 NORTH AND 300 WEST STREET, THENCE NORTH 89° 59'23" WEST 83.00 FEET, THENCE SOUTH 00°01'05" EAST 82.99 FEET, THENCE NORTH 89°59'35" WEST 247.28 FEET, THENCE SOUTH 00°00'29" WEST 82.48 FEET, THENCE NORTH 89°48'40" WEST 33.03 FEET, THENCE SOUTH 00°02'37" EAST 139.87 FEET, THENCE SOUTH 89°58'47" EAST 32.91 FEET, THENCE SOUTH 00°00'29" WEST 4.13 FEET, TO THE NORTH SIDE OF REED AVE, THENCE SOUTH 89°58'47" EAST 181.79 FEET, THENCE NORTH 78.00 FEET, THENCE SOUTH 89°58'55" WEST 16.50 FEET, THENCE NORTH 01°10'20" EAST 65.43 FEET, THENCE SOUTH 89°48'40" EAST 163.66 FEET, TO THE WEST SIDE OF 300 WEST STREET, THENCE NORTH 00°00'02" WEST 166.53 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 63,986.09 SQ.FT. IN AREA OR 1.469 ACRES MORE OR LESS.