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## AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Serial Nos.: 09-382-0001 through 09-382-0043

This Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Village at Valley Meadow Town Home Association, A Planned Unit Development ("Declaration") is executed on the date set forth below by The Village at Valley Meadow Town Home Owners Association ("Association").

### RECITALS

A. Real property in Davis County, Utah, known as The Village at Valley Meadow was subjected to covenants, conditions, and restrictions pursuant to the Declaration recorded September 24, 2010, in the Davis County Recorder's Office as Entry No. 2554758;

B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

C. The purpose of this Amendment is to clarify and further define the maintenance, repair, and replacement responsibilities of the Association and Owners;

D. All capitalized terms in this amendment shall have the same meaning as given to them in the Declaration;

E. The President and Secretary certify that Owners representing two-thirds majority affirmatively approved this Amendment. The President and Secretary also certify that the Declarant holds no class B membership in the Association, therefore the Declarant;

NOW, THEREFORE, the Association, by and through its Board, hereby amends the Declaration as follows:

Declaration Article IV, Section 4.2(b) shall be amended to add paragraph (8), which shall read as follows:

(8) The Association shall also maintain, repair, and replace the exterior finished surfaces of the walls, soffit, fascia, and roofs of the Dwellings. The Association's maintenance, repair, and replacement responsibility shall not extend to any component not expressly stated in this paragraph. By way of illustration and not limitation, the Association shall not be responsible for exterior doors, door frames, door jambs, door hardware, thresholds and any weatherproofing required for the exterior doors; garage doors, garage door casing and moldings, garage door hardware and openers; windows, window frames, window casings, window

hardware, and weatherproofing required for the windows; exterior light fixtures, exterior electrical outlets, light bulbs; plumbing vents; HVAC installations; and electrical installations.

**Declaration Article V, Section 5.10 shall be amended to add the following sentence to the end which shall read as follows:**

"Assessments not paid within 10 days after the due date established by the Board will be late and subject to a late fee established by rule. Late fees may only be charged once per missed payment."

**Declaration Article VII, Section 7.1(m) shall be amended in its entirety to read as follows:**

(m) Roof and materials shall be architectural grade asphalt shingles or other high quality roofing materials.

**Declaration Article XII, Section 12.2 shall be amended in its entirety to read as follows:**

12.2. Owner Maintenance of Dwelling. Unless otherwise assigned to the Association, all maintenance, repair, and replacement of the Dwelling and improvements shall be the sole responsibility of the Owner thereof, who shall maintain such Dwelling in good repair and in accordance with the Declaration and rules and regulations. Maintenance responsibility shall include, by way of illustration only: all interior and structural components; exterior doors, door frames, door casings, door jambs, door hardware, thresholds, and any weatherproofing required for the exterior doors; garage doors, garage door casing and molding, garage door hardware and openers; windows, window frames, window casing, window hardware, any weatherproofing required for the windows; driveways, walkways, patios, or any other concrete adjoining the dwelling; exterior light fixtures, exterior electrical outlets, light bulbs; HVAC installations; plumbing installations; electrical installations; and any other component of the Limited Common Area or Lot not expressly assumed by the Association.

IN WITNESS WHEREOF, the Association, by and through its President and Secretary, has executed this Amendment to the Declaration as of the 3 day of SEPTEMBER, 2016.

**THE VILLAGE AT VALLEY MEADOW TOWN HOME OWNERS ASSOCIATION, INC.**

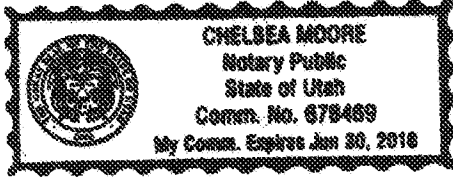
  
\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

STATE OF UTAH            )  
                                  ) :SS  
County of DAVIS        )

On the 3 day of September, 2016, personally appeared TOMAS VILLEGAS  
and \_\_\_\_\_ who, being first duly sworn, did that say that they  
are the President and Secretary of the Association and that the seal affixed to the foregoing

instrument is the seal of said Association and that said instrument was signed and sealed in behalf of said Association by authority of its Board; and each of them acknowledged said instrument to be their voluntary act and deed.



  
\_\_\_\_\_  
Notary Public for Utah

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**EXHIBIT "A"**

Legal Description

All Lots contained in the Village at Valley Meadows P.U.D. as shown on the plat map as recorded in the Davis County Recorder's Office, more particularly described as follows:

Lot	Parcel
1	09-382-0001
2	09-382-0002
3	09-382-0003
4	09-382-0004
5	09-382-0005
6	09-382-0006
7	09-382-0007
8	09-382-0008
9	09-382-0009
10	09-382-0010
11	09-382-0011
12	09-382-0012
13	09-382-0013
14	09-382-0014
15	09-382-0015
16	09-382-0016
17	09-382-0017
18	09-382-0018
19	09-382-0019
20	09-382-0020
21	09-382-0021
22	09-382-0022
23	09-382-0023
24	09-382-0024
25	09-382-0025
26	09-382-0026
27	09-382-0027
28	09-382-0028
29	09-382-0029
30	09-382-0030
31	09-382-0031
32	09-382-0032
33	09-382-0033
34	09-382-0034

Lot	Parcel
35	09-382-0035
36	09-382-0036
37	09-382-0037
38	09-382-0038
39	09-382-0039
40	09-382-0040
41	09-382-0041
42	09-382-0042
43	09-382-0043