

After Recording Return to:
SEB Legal, LLC
PO Box 71565
Salt Lake City, UT 84171

Ph. 1 03-157-0101 through 03-157-0131 Ph. 6 03-181-0201 through 03-181-0210
Ph. 2 03-161-0131 through 03-161-0141 Ph. 7 03-189-0207 through 03-189-0224
Ph. 3 03-165-0141 through 03-165-0169 Ph. 8 03-194-0215 through 03-194-0237
Ph. 4 03-166-0147 through 03-166-0167 Ph. 9 03-197-0223 through 03-197-0228
Ph. 5 03-167-0157 through 03-167-0161 Ph. 10 03-200-0228 through 03-200-0234

**AMENDMENT TO THE AMENDED AND RESTATED CONDOMINIUM
DECLARATION FOR COUNTRY SPRINGS**

This Amendment to the Amended and Restated Declaration of Condominium for Country Springs (“Declaration”) is executed on the date set forth below by the Country Springs Homeowners Association, Inc. (“Association”).

RECITALS

A. Real property in Davis County, Utah, known as Country Springs Condominiums was subjected to covenants, conditions, and restrictions pursuant to a condominium declaration recorded on May 2, 1996, as Entry No. 1256467 in the Davis County Recorder’s Office. This declaration was amended and restated in its entirety on February 19, 2003 and recorded as Entry No. 1834550 in the Davis County Recorder’s Office;

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

C. This amendment is intended to clarify the maintenance, repair, and replacement responsibilities of the Unit Owners and the Association;

D. The President and Secretary of the Association’s Executive Board (“Board”) certify that this Amendment was approved by the affirmative vote of at least 67% of the total votes of the Association as required by Declaration Article XIX, Section 19.3;

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

Declaration Article II, Sections 2.1(h), (r) and (hh) are amended in their entirety to state the following:

- (h) **“Common Areas”** mean:
 - (i) The land included within the Project;
 - (ii) All areas shown on the Map as Common Area;
 - (iii) All other parts of the Project not specifically included in the Units; and
 - (iv) All other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

(r) **“Limited Common Areas”** means Common Areas shown on the Map or designated in the Declaration as reserved for use by certain Unit or Units to the exclusion of the other Units. Limited Common Areas include, without limitation:

- (i) Driveways;
- (ii) Front porches and walkways;
- (iii) Patios, balconies, and decks.

(hh) **“Unit”** means a separate physical part of the Project intended for independent use. Units include one or more rooms or spaces located in a building. The following are part of a Unit:

- (i) Wallboard, lath and plaster, plasterboard, paneling, wall tile, wall paper, paint, or any other material constituting part of the finished surface of an exterior, load bearing, or party wall;
- (ii) All non-load bearing interior walls or partitions;
- (iii) Any material constituting part of the finished surface of the floor;
- (iv) Any material constituting part of the finished surface of the ceiling;
- (v) Doors (including garage door), door frames, door casings, windows, window frames, window screens, interior moldings, and any materials necessary to attach or weatherproof such;
- (vi) Ducts, chutes, flues, cold air returns, furnaces, air conditioning condensers, any other heating, venting, and air conditioning apparatus serving a single Unit, whether or not located within the Unit boundaries as defined on the Map;
- (vii) Pipes, gas lines, fire suppression systems, valves, couplings, elbows, tees, escutcheons, water supply lines, water heaters, boilers, faucets, shower heads, finished plumbing fixtures, or any other plumbing apparatus or fixture serving a single Unit, whether or not located within the Unit boundaries as defined on the Map.
- (viii) Cabinets, countertops, built-in shelving units, or any other finish carpentry;
- (ix) Wires, conduits, junction boxes, switches, outlets, plates, electrical panels, electrical service, interior light fixtures (whether or not recessed), phone cable, data cable, audio visual cable, appliances, or any other electrical wire or apparatus serving a single Unit, whether or not located within the Unit boundaries as defined on the Map;
- (x) Public utility lines or installations serving a single Unit, whether or not located

within the Unit boundaries as defined on the Map; and

- (xi) Anything inside the Unit boundaries, which can be removed without jeopardizing the structural integrity or usefulness of the remainder of the building.

Declaration Article VIII is amended in its entirety to state the following:

**ARTICLE VIII
MAINTENANCE OF COMMON AREAS, LIMITED COMMON AREAS, AND UNITS**

8.1 **Common Areas.** The Common Areas shall be maintained, repaired, and replaced by the Association. Any damage caused to the Common Areas by a Unit Owner, or the Unit Owner's occupants, guests, or occupants' guests, will be repaired by the Association and billed to the Unit Owner for full reimbursement of such repair costs.

8.2 **Limited Common Areas.** With the exception of rear yard patios, all Limited Common Areas will be maintained, repaired, and replaced by the Association, unless such areas have been modified from their original construction. If any Limited Common Area has been modified from the original design and installation, the duty to repair and replace the modified Limited Common Area shall be the sole duty of the Unit Owner. All Limited Common Areas must be kept in a clean, well-maintained, sanitary condition at all times. Unit Owners are responsible for all maintenance, repair, and replacement of rear yard patios. No changes may be made to a Limited Common Area without the prior written approval from the Modification Review Board. Any damage caused to the Limited Common Areas by a Unit Owner, or the Unit Owner's occupants, guests, or occupants' guests, for which the Association has the duty to repair and replace will be repaired by the Association and billed to the Unit Owner for full reimbursement of such repair costs.

8.3 **Units.** Owners shall maintain, repair, and replace their Unit at their cost. An Owner's maintenance responsibility extends to all components of their Unit as defined in the Declaration, on the Map, and in the Condominium Act. Units shall be maintained so as not to detract from the appearance of the Project and to maintain the value of any other Unit. Units shall be maintained to protect and preserve the health, safety, and welfare of the other Units and Common Areas. Prior to maintaining, repairing, or replacing exterior doors, windows, or exterior casings, an Owner must submit their plans showing color, style, and shapes for approval by the Modification Review Board.

IN WITNESS WHEREOF, the Board has executed this Amendment to the Declaration as of the ___ day of Sept. 19, 2017.

COUNTRY SPRINGS HOMEOWNERS ASSOCIATION, INC.

By: Richard L. Cherry
Its: President

By: Dove Chaunine Harris
Its: Secretary

Description of Attached Document

Title of Type of Document Amendment to the Amended & Restated Condominium Declaration for Country Springs

Document Date 09/19/2017

Number of Pages 1

Acknowledgment

State of Utah

§
County of Davis

On this 19th day of September, in the year 2017, before me

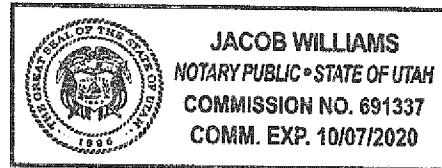
Jacob Williams a notary public, personally appeared
notary public name

Dave Harris, proved on the basis of satisfactory
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she they) executed the same.

Witness my hand and official seal.

Jacob Williams
Notary Signature



(seal)

Description of Attached Document

Title of Type of Document Amendment to the Amended & Restated Condominium Declaration for Country Springs

Document Date 09/19/2017

Number of Pages 1

Acknowledgment

State of Utah

§

County of Davis

On this 19th day of September, in the year 2017, before me

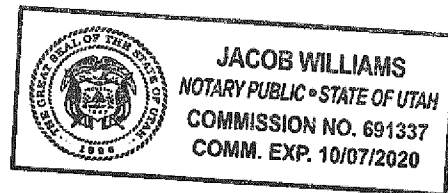
Jacob Williams a notary public, personally appeared

Richard Cherry, proved on the basis of satisfactory

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she they) executed the same.

Witness my hand and official seal.

~~Richard~~ Jacob Williams
Notary Signature



(seal)

EXHIBIT A

Legal Description

All Units within all phases of the Country Springs Condominiums, as shown on the plats, more particularly described as follows:

COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 101 BLK/BLDG: 11
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 102 BLK/BLDG: 11
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 130 BLK/BLDG: 8
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: COMMON AREA
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 103 BLK/BLDG: 12
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 104 BLK/BLDG: 12
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 105 BLK/BLDG: 13
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 106 BLK/BLDG: 13
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 107 BLK/BLDG: 14
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 108 BLK/BLDG: 14
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 109 BLK/BLDG: 15
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 110 BLK/BLDG: 15
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 111 BLK/BLDG: 16
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 112 BLK/BLDG: 16
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 113 BLK/BLDG: 17
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 114 BLK/BLDG: 17
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 115 BLK/BLDG: 18
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 116 BLK/BLDG: 18
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 117 BLK/BLDG: 19
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 118 BLK/BLDG: 19
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 119 BLK/BLDG: 20
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 120 BLK/BLDG: 20
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 121 BLK/BLDG: 21
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 122 BLK/BLDG: 21
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 123 BLK/BLDG: 22
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 124 BLK/BLDG: 22
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 125 BLK/BLDG: 10
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 126 BLK/BLDG: 10
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 127 BLK/BLDG: 9
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 128 BLK/BLDG: 9
COUNTRY SPRINGS CONDOMINIUMS PHASE 2 Lot/Unit: 131 BLK/BLDG: 23
COUNTRY SPRINGS CONDOMINIUMS PHASE 2 Lot/Unit: 132 BLK/BLDG: 23
COUNTRY SPRINGS CONDOMINIUMS PHASE 2 Lot/Unit: 133 BLK/BLDG: 7

COUNTRY SPRINGS CONDOMINIUMS PHASE 2 Lot/Unit: 134 BLK/BLDG: 7
COUNTRY SPRINGS CONDOMINIUMS PHASE 2 Lot/Unit: 135 BLK/BLDG: 6
COUNTRY SPRINGS CONDOMINIUMS PHASE 2 Lot/Unit: 136 BLK/BLDG: 6
COUNTRY SPRINGS CONDOMINIUMS PHASE 2 Lot/Unit: 137 BLK/BLDG: 5
COUNTRY SPRINGS CONDOMINIUMS PHASE 2 Lot/Unit: 138 BLK/BLDG: 5
COUNTRY SPRINGS CONDOMINIUMS PHASE 2 Lot/Unit: 139 BLK/BLDG: 4
COUNTRY SPRINGS CONDOMINIUMS PHASE 2 Lot/Unit: 140 BLK/BLDG: 4
COUNTRY SPRINGS CONDOMINIUMS PHASE 3 Lot/Unit: 141 BLK/BLDG: 3
COUNTRY SPRINGS CONDOMINIUMS PHASE 3 Lot/Unit: 142 BLK/BLDG: 3
COUNTRY SPRINGS CONDOMINIUMS PHASE 3 Lot/Unit: 143 BLK/BLDG: 2
COUNTRY SPRINGS CONDOMINIUMS PHASE 3 Lot/Unit: 144 BLK/BLDG: 2
COUNTRY SPRINGS CONDOMINIUMS PHASE 3 Lot/Unit: 145 BLK/BLDG: 1
COUNTRY SPRINGS CONDOMINIUMS PHASE 3 Lot/Unit: 146 BLK/BLDG: 1
COUNTRY SPRINGS CONDOMINIUMS PHASE 3 Lot/Unit: 149 BLK/BLDG: 33
COUNTRY SPRINGS CONDOMINIUMS PHASE 3 Lot/Unit: 150 BLK/BLDG: 33
COUNTRY SPRINGS CONDOMINIUMS PHASE 3 Lot/Unit: 151 BLK/BLDG: 32
COUNTRY SPRINGS CONDOMINIUMS PHASE 3 Lot/Unit: 152 BLK/BLDG: 32
COUNTRY SPRINGS CONDOMINIUMS PHASE 3 Lot/Unit: 153 BLK/BLDG: 31
COUNTRY SPRINGS CONDOMINIUMS PHASE 3 Lot/Unit: 154 BLK/BLDG: 31
COUNTRY SPRINGS CONDOMINIUMS PHASE 3 Lot/Unit: 155 BLK/BLDG: 30
COUNTRY SPRINGS CONDOMINIUMS PHASE 3 Lot/Unit: 156 BLK/BLDG: 30
COUNTRY SPRINGS CONDOMINIUMS PHASE 3 Lot/Unit: 167 BLK/BLDG: 24
COUNTRY SPRINGS CONDOMINIUMS PHASE 3 Lot/Unit: 168 BLK/BLDG: 24
COUNTRY SPRINGS CONDOMINIUMS PHASE 3 Lot/Unit: COMMON AREA
COUNTRY SPRINGS CONDOMINIUMS PHASE 4 Lot/Unit: 147 BLK/BLDG: 34
COUNTRY SPRINGS CONDOMINIUMS PHASE 4 Lot/Unit: 148 BLK/BLDG: 34
COUNTRY SPRINGS CONDOMINIUMS PHASE 4 Lot/Unit: 161 BLK/BLDG: 27
COUNTRY SPRINGS CONDOMINIUMS PHASE 4 Lot/Unit: 162 BLK/BLDG: 27
COUNTRY SPRINGS CONDOMINIUMS PHASE 4 Lot/Unit: 163 BLK/BLDG: 26
COUNTRY SPRINGS CONDOMINIUMS PHASE 4 Lot/Unit: 164 BLK/BLDG: 26
COUNTRY SPRINGS CONDOMINIUMS PHASE 4 Lot/Unit: 165 BLK/BLDG: 25
COUNTRY SPRINGS CONDOMINIUMS PHASE 4 Lot/Unit: 166 BLK/BLDG: 25
COUNTRY SPRINGS CONDOMINIUMS PHASE 5 Lot/Unit: 157 BLK/BLDG: 29
COUNTRY SPRINGS CONDOMINIUMS PHASE 5 Lot/Unit: 158 BLK/BLDG: 29
COUNTRY SPRINGS CONDOMINIUMS PHASE 5 Lot/Unit: 159 BLK/BLDG: 28
COUNTRY SPRINGS CONDOMINIUMS PHASE 5 Lot/Unit: 160 BLK/BLDG: 28
COUNTRY SPRINGS CONDOMINIUMS PHASE 1 Lot/Unit: 129 BLK/BLDG: 8
COUNTRY SPRINGS CONDOMINIUMS PHASE 6 Lot/Unit: 201 BLK/BLDG: 35

COUNTRY SPRINGS CONDOMINIUMS PHASE 6 Lot/Unit: 202 BLK/BLDG: 35
COUNTRY SPRINGS CONDOMINIUMS PHASE 6 Lot/Unit: 203 BLK/BLDG: 36
COUNTRY SPRINGS CONDOMINIUMS PHASE 6 Lot/Unit: 204 BLK/BLDG: 36
COUNTRY SPRINGS CONDOMINIUMS PHASE 6 Lot/Unit: 205 BLK/BLDG: 37
COUNTRY SPRINGS CONDOMINIUMS PHASE 6 Lot/Unit: 206 BLK/BLDG: 37
COUNTRY SPRINGS CONDOMINIUMS PHASE 6 Lot/Unit: COMMON AREA
COUNTRY SPRINGS CONDOMINIUMS PHASE 6 Lot/Unit: COMMON AREA
COUNTRY SPRINGS CONDOMINIUMS PHASE 6 Lot/Unit: 208
COUNTRY SPRINGS CONDOMINIUMS PHASE 6 Lot/Unit: 208
COUNTRY SPRINGS CONDOMINIUMS PHASE 6 Lot/Unit: 209
COUNTRY SPRINGS CONDOMINIUMS PHASE 6 Lot/Unit: 210
COUNTRY SPRINGS CONDOMINIUMS PHASE 6 Lot/Unit: 210
COUNTRY SPRINGS CONDOMINIUMS PHASE 6 Lot/Unit: CONVERT. LAND
COUNTRY SPRINGS CONDOMINIUMS PHASE 6 Lot/Unit: COMMON AREA
COUNTRY SPRINGS CONDOMINIUMS PHASE 6 Lot/Unit: CONVERT. LAND
COUNTRY SPRINGS CONDOMINIUMS PHASE 6 Lot/Unit: CONVERT. LAND
COUNTRY SPRINGS CONDOMINIUMS PHASE 6 Lot/Unit: 214
COUNTRY SPRINGS CONDOMINIUMS PHASE 7 Lot/Unit: 207 BLK/BLDG: 38
COUNTRY SPRINGS CONDOMINIUMS PHASE 7 Lot/Unit: 208 BLK/BLDG: 38
COUNTRY SPRINGS CONDOMINIUMS PHASE 7 Lot/Unit: 209 BLK/BLDG: 39
COUNTRY SPRINGS CONDOMINIUMS PHASE 7 Lot/Unit: 210 BLK/BLDG: 39
COUNTRY SPRINGS CONDOMINIUMS PHASE 7 Lot/Unit: 211 BLK/BLDG: 40
COUNTRY SPRINGS CONDOMINIUMS PHASE 7 Lot/Unit: 212 BLK/BLDG: 40
COUNTRY SPRINGS CONDOMINIUMS PHASE 7 Lot/Unit: 213 BLK/BLDG: 41
COUNTRY SPRINGS CONDOMINIUMS PHASE 7 Lot/Unit: 214 BLK/BLDG: 41
COUNTRY SPRINGS CONDOMINIUMS PHASE 7 Lot/Unit: 221 BLK/BLDG: 45
COUNTRY SPRINGS CONDOMINIUMS PHASE 7 Lot/Unit: 222 BLK/BLDG: 45
COUNTRY SPRINGS CONDOMINIUMS PHASE 7 Lot/Unit: COMMON AREA
COUNTRY SPRINGS CONDOMINIUMS PHASE 7 Lot/Unit: COMMON AREA
COUNTRY SPRINGS CONDOMINIUMS PHASE 8 Lot/Unit: 215 BLK/BLDG: 42
COUNTRY SPRINGS CONDOMINIUMS PHASE 8 Lot/Unit: 216 BLK/BLDG: 42
COUNTRY SPRINGS CONDOMINIUMS PHASE 8 Lot/Unit: 217 BLK/BLDG: 43
COUNTRY SPRINGS CONDOMINIUMS PHASE 8 Lot/Unit: 218 BLK/BLDG: 43
COUNTRY SPRINGS CONDOMINIUMS PHASE 8 Lot/Unit: 219 BLK/BLDG: 44
COUNTRY SPRINGS CONDOMINIUMS PHASE 8 Lot/Unit: 220 BLK/BLDG: 44
COUNTRY SPRINGS CONDOMINIUMS PHASE 8 Lot/Unit: 234 BLK/BLDG: 52
COUNTRY SPRINGS CONDOMINIUMS PHASE 8 Lot/Unit: 235 BLK/BLDG: 53
COUNTRY SPRINGS CONDOMINIUMS PHASE 8 Lot/Unit: 236 BLK/BLDG: 53

COUNTRY SPRINGS CONDOMINIUMS PHASE 8 Lot/Unit: COMMON AREA
COUNTRY SPRINGS CONDOMINIUMS PHASE 9 Lot/Unit: 223 BLK/BLDG: 46
COUNTRY SPRINGS CONDOMINIUMS PHASE 9 Lot/Unit: 224 BLK/BLDG: 47
COUNTRY SPRINGS CONDOMINIUMS PHASE 9 Lot/Unit: 225 BLK/BLDG: 47
COUNTRY SPRINGS CONDOMINIUMS PHASE 9 Lot/Unit: 226 BLK/BLDG: 48
COUNTRY SPRINGS CONDOMINIUMS PHASE 9 Lot/Unit: 227 BLK/BLDG: 48
COUNTRY SPRINGS CONDOMINIUMS PHASE 9 Lot/Unit: COMMON AREA
COUNTRY SPRINGS CONDOMINIUMS PHASE 10 Lot/Unit: 228 BLK/BLDG: 49
COUNTRY SPRINGS CONDOMINIUMS PHASE 10 Lot/Unit: 229 BLK/BLDG: 49
COUNTRY SPRINGS CONDOMINIUMS PHASE 10 Lot/Unit: 230 BLK/BLDG: 50
COUNTRY SPRINGS CONDOMINIUMS PHASE 10 Lot/Unit: 231 BLK/BLDG: 50
COUNTRY SPRINGS CONDOMINIUMS PHASE 10 Lot/Unit: 232 BLK/BLDG: 51
COUNTRY SPRINGS CONDOMINIUMS PHASE 10 Lot/Unit: 233 BLK/BLDG: 51
COUNTRY SPRINGS CONDOMINIUMS PHASE 10 Lot/Unit: COMMON AREA