

After Recording Return To:  
Curtis G. Kimble, Esq.  
KIMBLE LAW PLLC  
2290 E 4500 S, Suite 230  
Salt Lake City, UT 84117  
801-878-9361

**AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HIGH POINTE**

Maintenance Responsibilities

A. Certain real property in Davis County, Utah, known as the High Pointe subdivision is subject to an Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded August 16, 2016, as Entry No. 2959307 in the County Recorder's Office (the "Declaration").

B. This amendment shall be binding against the property subjected to the Declaration and any annexation or supplement thereto, as described in the attached Exhibit A.

C. In order to change maintenance responsibilities for various items, the High Pointe Planned Unit Development owners association ("Association") adopts the following amendment.

D. Pursuant to Article X, Section 10.1 of the Declaration, the undersigned hereby certifies that all of the requirements to amend the Declaration have been satisfied and that Owners holding at least 67% of the voting rights of the Association have voted to approve this amendment.

**NOW, THEREFORE**, the Association hereby amends **Article V, Section 5.1** of the Declaration to add the following entirely new Subsection 5.1.3:

5.1.3 Each Lot Owner is responsible to maintain, repair and replace (as approved in advance pursuant to Section 4.1):

- (a) The chimney, skylights, rain gutters and downspouts that are attached to or part of the Owner's Living Unit;
- (b) Sidewalks and driveways that service only the Owner's Living Unit, including sidewalks that service the rear entrance of the Living Unit.
- (c) Patios and decks on the Owner's Lot or that are reserved for the exclusive use of the Owner's Living Unit, including sealing, painting or staining of such decks and railings (only as approved in advance pursuant to Section 4.1).
- (d) Maintenance, repair, replacement and cleaning of the following: glass, doors and entrances of Living Units and garages, courtyard gates and fences, courtyards (whether enclosed or not) and the repair or replacement of the Living Unit foundation.

**NOW, THEREFORE**, the Association hereby amends **Article V, Section 5.2.1** of the Declaration to read as follows [for illustration purposes, the language to be deleted is shown in ~~strikethrough~~ text]:

5.2.1. The Association shall provide for, as a common expense, such care, maintenance, repair and replacement of the following as deemed necessary or desirable by the Board to keep them attractive and generally in good condition and repair:

- (a) the Common Area (unless otherwise stated in this Declaration);
- (b) ~~exterior surfaces of the Living Units and garages, including the roofs (but excluding rain gutters and downspouts), skylights, but specifically excluding maintenance, repair, replacement or cleaning of the following: glass, doors or entrances of Living Units or garages, door frames, windows, window frames, courtyard gates and fences, courtyards (whether enclosed or not), patios and decks, and excluding sealing, repairing or otherwise fixing foundations, and also excluding railings and trim except staining or painting, which shall be the Association's responsibility;~~
- (c) ~~exterior walls between decks;~~
- (d) ~~trees, shrubs, grass, walks, driveways, and other landscaping on Lots, if any, except within fenced areas such as courtyards;~~
- (e) exterior privacy walls between private decks.

**NOW, THEREFORE**, the Association hereby amends **Article V, Section 5.2** of the Declaration by renumbering Subsections 5.2.2 through 5.2.6 as Subsections 5.2.3 through 5.2.7 and further amends Section 5.2 to add the following entirely new Subsection 5.2.2:

5.2.2. Additionally, at the expense of the Owner receiving the benefit, the Association shall arrange for such care, maintenance, repair and replacement of the exterior surfaces of the Living Units and garages, including the roofs (excluding any item for which a Lot Owner is responsible under Section 5.1), as deemed necessary or desirable by the Board to keep them attractive and generally in good condition and repair, the cost of which shall be allocated by the Board to the Owners of the benefitted Lots in proportion to the work performed to the Owner's Living Unit or Lot. For example, if four Living Units are part of one building and the roof is replaced on the building, each of the four Owners of the Living Units shall be assessed the cost of the roof replacement based on the size of the roof of each Living Unit.

[signature page follows]

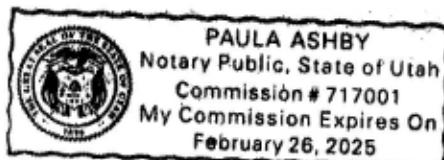
IN WITNESS WHEREOF, the Association has executed this Amendment to the Declaration as of the 15<sup>th</sup> day of July, 2021.

**HIGH POINTE PLANNED UNIT  
DEVELOPMENT**  
a Utah nonprofit corporation

Sign: Bryan Smith  
Print Name: BRYAN Smith  
Title: High Pointe H.O.A President

State of Utah )  
County of Davis )

Subscribed and sworn to before me on the 15<sup>th</sup> day of July, 2021, by  
Bryan Smith.



Notary Public

**EXHIBIT A**

**Legal Description**

Lots 1 through 11 and Lot 31, HIGH POINTE PHASE I Planned Unit Development,  
Lots 12 through 21, HIGH POINTE PHASE II Planned Unit Development,  
Lots 26 through 27, HIGH POINTE PHASE III Planned Unit Development,  
Lots 22 through 25 and Lot 28, HIGH POINTE PHASE IV Planned Unit Development,  
Lot 29 and Common Area, HIGH POINTE PHASE V Planned Unit Development,

all as according to the official plats thereof recorded with the office of the Davis County Recorder, state of Utah.

**Parcel Serial Numbers:**

05-093-0001 - 05-093-0011, 05-093-0031  
05-094-0012 - 05-094-0021  
05-099-0026 - 05-099-0027  
05-103-0022 - 05-103-0025, 05-103-0028  
05-105-0029, 05-105-0030  
(30 Lots Total)