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RECORDING REQUESTED BY
THE TALL OAKS HOMEOWNERS ASSOC.
AND WHEN RECORDED MAIL TO:

Dennis K. Poole, Esq.
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Prowswood Plaza, Suite 306
4885 South 900 East
Salt Lake City, Utah 84117

2030

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21 JANUARY 93 12:59 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
DENNIS K POOLE
REC BY: DIANE KILPACK , DEPUTY

FIRST AMENDMENT TO
REVISED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE TALL OAKS PLANNED RESIDENTIAL DEVELOPMENT

THIS FIRST AMENDMENT TO REVISED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE TALL OAKS PLANNED RESIDENTIAL DEVELOPMENT (hereafter "First Amendment") is made on the 30 day of September, 1992 by The Tall Oaks Homeowners Association, a Utah non-profit corporation (herein referred to as the "Association").

RECITALS:

A. On or about the 9th day of April, 1986, Tall Oaks, Inc., a Utah Corporation ("Declarant") recorded that certain Revised and Restated Declaration of Covenants, Conditions and Restrictions of The Tall Oaks Planned Residential Development dated January 16, 1986 (hereinafter referred to as "Declaration") in the office of the Salt Lake County Recorder as Entry No. 4227394, in Book 5754, beginning at page 441.

B. The Declaration is subject to amendment in accordance with the procedures set forth in Paragraph 2 of Article XIII and the Association, by a majority of the Owners, desires to amend the Declaration in accordance with the terms and conditions hereinafter set forth.

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C. Declarant has consented to the amendments as contained herein.

NOW, THEREFORE, in consideration of the recitals set forth hereinabove, the Association hereby declares and certifies as follows:

1. Amendment to Paragraph 1 of Article V. Subparagraph c. of Paragraph 1 of Article V is deleted in its entirety with the following substituted in place thereof:

c. The Association shall maintain, repair, replace and landscape the Common Areas. Association shall have no obligation to perform any exterior or interior maintenance and/or repair of any part of a Living Unit or any other landscaping installed by an Owner without the Association's express agreement to maintain such landscaping.

As provided in Paragraph 9 of Article VIII, each Owner shall have the obligation to provide exterior and interior maintenance of his Living Unit including but not limited to painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and landscaping installed by an Owner or his predecessor in title within the patio yard area. Each Owner shall paint, repair, and otherwise maintain the exterior and interior of his Living Unit and shall maintain all mechanical devices, including but not limited to, appurtenant electrical, plumbing and heating, ventilating and air conditioning systems.

In the event that the need for maintenance or repair of Common Areas is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests or invitees of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair (and administrative expenses equal to ten (10%) percent of such costs) shall be added to and become part of a Reimbursement Assessment (as set forth in Paragraph 6 of Article VI) to which such Lot is subject.

2. Amendment to Paragraph 2 of Article VI. Paragraph 2 of Article VI is deleted in its entirety with the following substituted in place thereof:

2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the

residents of the Development. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes and insurance on the Common Areas; maintenance, repair, and improvements of the Common Areas, establishment and funding of a reserve to cover major repair or replacement or improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation. The Association shall maintain an adequate reserve fund or funds for maintenance, repair and replacement of those elements of the Common Areas that must be replaced on a periodic basis.

3. Amendment to Paragraph 9 of Article VIII. Paragraph 9 of Article VIII is deleted in its entirety with the following substituted in place thereof:

9. Maintenance and Repair. No building or structure upon any Lot shall be permitted to fall into disrepair and, subject to the requirements herein as to approval by the Architectural Control Committee, each such building or structure at all times shall be kept in good condition and adequately painted or otherwise finished. Exterior colors of paint and all other building materials and alterations must be approved by the Architectural Control Committee to promote harmony with surrounding homes and the environment. The Owner shall maintain or arrange for maintenance by the Association of any private pool on such Owner's Lot.

4. Amendment to Paragraph 1 of Article XII. Paragraph 1 a. of Article XII is deleted in its entirety with the following substituted in place thereof:

a. by act or omission to change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Living Units, the Maintenance of party walls or common fences and driveways, or the upkeep of lawn or plantings on the Property;

5. Certification of Amendment Proceedings. The undersigned officers of the Association hereby certify that with respect to the amendments set forth in paragraphs 1, 2, 3, and 4 hereinabove, that the Association has obtained in accordance with the requirements of Paragraphs 1 of Article XII and Paragraph 2 and 3 of Article XIII, the consents of Owners of not less than seventy-five percent (75%) of the Lots and the consent of their respective first mortgages.

6. Declarant's Consent to Amendment. By its execution of this Amendment, Declarant grants its consent to amendment in accordance with the terms of the Declaration.

IN WITNESS WHEREOF, the Association and Declarant have executed this First Amendment as of the day and year first above written.

ASSOCIATION:

THE TALL OAKS HOMEOWNERS ASSOCIATION, a Utah non-profit corporation

By: *D Brent Scott*
Its: President

Attest:

[Signature]
Its: Director

DECLARANT:

TALL OAKS, INC., a Utah corporation

By: *[Signature]*
Its: Pres.

Attest:

[Signature]
Its: Director

STATE OF UTAH)
): ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30th day of Sept 1992, by D Brent Scott the

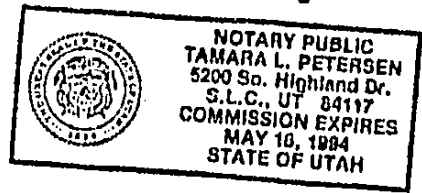
President c? THE TALL OAKS HOMEOWNERS ASSOCIATION,
a Utah non-profit corporation.

Tamara L. Petersen
NOTARY PUBLIC, Residing at:

My Commission Expires:
5/16/94

5200 South Highland Dr.

STATE OF UTAH)
: SS
COUNTY OF SALT LAKE)

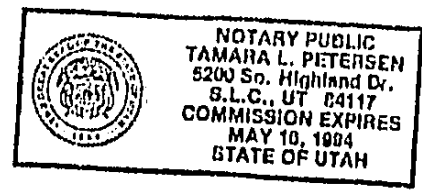


The foregoing instrument was acknowledged before me this 30th
day of Sept 1992, by Sylvia Enger the
President of TALL OAKS, INC., a Utah corporation.

Tamara L. Petersen
NOTARY PUBLIC, Residing at:

My Commission Expires:
5/16/94

5200 South Highland Dr.



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