

6227569

6227569

12/04/95 3:50 PM 99.00
0227507
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
LEWIS S LIVINGSTON
3834 QUAIL HOLLOW DR
SLC, UT 84109
REC BY: B GRAY ,DEPUTY - WI

AMENDMENT
TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
COVE POINT - PHASES I II AND III
A PLANNED UNIT DEVELOPMENT

This amendment is made and executed on the date hereinafter set forth with respect to that certain Declaration of Covenants, Conditions and Restrictions (herein "CC&R") of Cove Point - Phases I II and III, a Planned Unit Development, dated May 13, 1976 and recorded May 26, 1976 in Book 4212 at Pages 277-287, both inclusive, as Entry No. 2818317 of the records of the County Recorder of Salt Lake County as follows:

WITNESSETH

WHEREAS, Cove Point - Phase I is a Planned Unit Development according to the official plat thereof, dated May 13, 1976, filed and recorded May 26, 1976 in Book 76-5 at Page 118 of the records of the Salt Lake County Recorder, and

WHEREAS, Cove Point - Phase II is a contiguous Planned Unit Development according to the official plat thereof filed and recorded December 30, 1976 in Book 76-12 at Page 270 of said records, the property therein described having been annexed to and made a part of Cove Point - Phase I as set forth in that certain "Amendment of Declaration and Annexation of Contiguous Land" dated February 15, 1977 and recorded February 17, 1977 in Book 4451 at Page 209 as Instrument No. 2910356 of said records, and

WHEREAS, Cove Point - Phase III is a contiguous Planned Unit Development according to the official plat thereof filed and recorded May 31, 1977 in Book 77-5 at Page 172 of said records, the property therein described having been annexed to and made a part of Cove Point - Phase I as set forth in that certain "Amendment of Declaration and Annexation of Contiguous Land" dated February 28, 1977 and recorded April 22, 1980 in Book 5091 at Page 1216 as Entry No. 3425889 of said records, and

WHEREAS, all of said property as consolidated is subject to the CC&R herein referred to, and

WHEREAS, the undersigned constitute in the aggregate more than the requisite percent of the owners of the individual lots contained in the total consolidated development and as required for amendment to said CC&R, all as particularly set forth in Article IX Section 3 thereof, and

WHEREAS, the undersigned desire to amend said CC&R as herein set forth;

NOW THEREFORE, the undersigned hereby certify and declare that said CC&R be, and the same are hereby amended as follows:

BK 7283 PG 1057

1. Article VI captioned "Party Walls" is deleted in its entirety.
2. Article VII captioned "Exterior Maintenance" is amended to read as follows:

ARTICLE VII

Exterior Maintenance

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: Paint, repair, replace and care for exterior wood building surfaces, walls, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, fences, porches, roofs, patios, decks, walkways or driveways except as may be appurtenant to the clubhouse or tennis court area.

In the event that the need for maintenance or repairs is caused through the willful or negligent act of any owner, his family, guests or invitees, the cost of such maintenance or repair shall be added to and become part of the assessment to which such Lot is subject.

3. Article VIII captioned "Use Restrictions and Easements" is amended with respect to paragraph No. 9 thereof to delete therefrom sub-paragraphs numbered (1) (11) and (111).

EXCEPT as herein specifically set forth, said CC&R shall remain in full force and effect as therein originally set forth.

IN WITNESS WHEREOF, the undersigned have joined in the execution of this amendment this first day of December, 1995.

CERTIFICATION

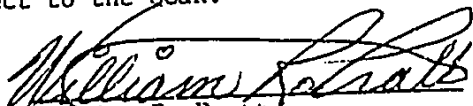
of

ADOPTION OF AMENDMENT

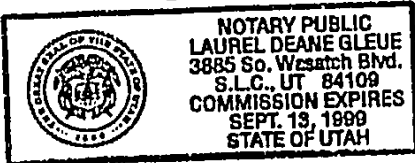
STATE OF UTAH)
): ss
County of Salt Lake)

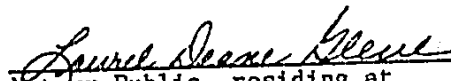
COMES NOW the undersigned WILLIAM R. PRATT, being first on oath duly sworn, and certifies:

1. That the ^{attached} copy of the Amendment to Declaration of Covenants, Conditions and Restrictions of Cove Point - Phases I II and III, a Planned Unit Development is a full, true and correct copy of the original thereof.
2. That said amendment was duly adopted at a special meeting of the members of the association called for the purpose of considering the same and upon the giving of notice of such special meeting as required.
3. That the original of said amendment has been duly signed by the owners of more than 90% of the individual lots contained in the development as required for amendment as set forth in Article IX Section 3 of the CC&R therein described and referred to.
4. That I am currently the President of Cove Point Homes Association, in possession of the records relating thereto, and in every way qualified to certify as to the adoption of said amendment for the purpose of recordation and the giving of constructive notice thereof to subsequent purchasers or encumbrancers of the properties subject to the CC&R.


 William R. Pratt
 President, Cove Point Homes Association

Subscribed and sworn to before me this 1ST day of December 1955.




 Notary Public, residing at
 Salt Lake City, Utah

My Commission Expires:
Sept. 13, 1999

BK7283PG1059