

41...

WHEN RECORDED RETURN TO:  
James R. Blakesley  
2102 East 3300 South  
Salt Lake City, Utah 84109  
(801) 485-1555

02/07/96 6274807 41.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
JAMES BLAKESLEY  
REC BY: R ZITO DEPUTY - WI

6274807

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR  
CASTO PINES CONDOMINIUMS

This Amendment is made and executed this 20 day of December, 1995 by the CASTO PINES CONDOMINIUM HOMEOWNERS ASSOCIATION (hereinafter referred to as the "Association").

RECITALS

A. Original Declaration. The original Declaration of Condominium for CASTO PINES Condominiums was recorded July 11, 1985 as Entry No. 4109147, in Book 5670, at Page 2031 of the official records of the county recorder of Salt Lake County, Utah (hereinafter referred to as the "Declaration").

B. Property Description. This Amendment affects that certain real property located in Salt Lake County, Utah described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference.

C. Control. The control, operation and management of CASTO PINES Condominiums has been transferred by the original Developer to the Association.

D. Intent. The Association desires by this amendment to make the following changes to the Declaration:

1. Modify Article I, Section 1.01/Definitions;
2. Modify Article I, Section 1.06/Common Expense Fund;
3. Modify Article IV, Section 4.02/Maintenance of Units;
4. Modify Article VI, Section 6.08/Rules & Regulations;
5. Modify Article VIII, Section 8.01/Rights and obligations of the Association/Common Areas;

BK7325PG1442

6. Modify Article VIII, Section 8.06/Rules & Regulations;
7. Modify Article X to add additional subsections; and
8. Modify Article XIV, Section 14.02/Enforcement and Remedies.

E. All of the voting requirements of the Declaration have been satisfied and the proposed amendments to the Declaration set forth below have been approved by at least Sixty Percent (60%) of the total votes of the Association as required by Section 15.05 of the Declaration.

NOW, THEREFORE, for the reasons set forth above, the Association hereby amends the Declaration as follows:

1. Article I, Section 1.01 entitled Defined Terms is deleted in its entirety and the following language is substituted in lieu thereof:

Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in Article I.

1.01 Area of Personal Responsibility shall mean and refer to that certain property, the maintenance, repair and replacement of which is the responsibility of a particular Unit Owner.

1.01(a) Area of Common Responsibility shall mean and refer to that certain property, the maintenance, repair and replacement of which is the common responsibility of all Unit Owners and the Association.

1.01(b) Community Standards shall mean and refer to the standard, level or measure of conduct, behavior, conditions, upkeep, maintenance, repair or any other activity generally prevailing at the Project and other first class subdivisions in Salt Lake County, Utah. Such standard may be more specifically determined by the Committee from time to time.

2. Article I, Section 1.06 entitled Common Expense shall be deleted in its entirety and the following language shall be substituted in lieu thereof:

1.06(a) Common Expense shall mean and refer to the actual and estimated expenses of operating the Association, managing the Common Areas, and regulating the common affairs of the

BK7325PG1443

Unit Owners, including but not limited to the establishment of a reasonable reserve account or accounts as may be found to be necessary and appropriate by the Management Committee pursuant to this Declaration, the By-Laws and Articles of Incorporation.

1.06(b) Common Expense Fund shall mean and refer to the fund created pursuant to the provisions of Article X of this Declaration into which the common monies of the Association shall be deposited.

3. Article IV, Section 4.02 entitled Maintenance of Unit and Article VIII, Section 8.01 entitled Common Area shall be deleted in their entirety and the following language shall be substituted in lieu thereof:

4.02 Operation, Maintenance and Alterations. The Units and Common Area shall be maintained by the Unit Owners and the Association as follows:

(a) Area of Common Responsibility. The Association shall be responsible for and shall maintain the following property:

- 1) The entry gate to the Project;
- 2) The entry area to the Project;
- 3) All other gates within the Project;
- 4) All perimeter and divider walls within the Project;
- 5) All roads, road surfaces and roadway gutters throughout the Project;
- 6) All of the front yards in the Project, including:
  - a) mowing the lawns;
  - b) landscaping;
  - c) planting of flowers, shrubs, bushes and trees; and
  - d) sprinkling system.
- 7) All curbs, gutters and sidewalks throughout the Project;

BK7325PG1444

- 8) Mowing all of the back and side yard lawns in the Project;
- 9) Edging of walkways, driveways and grass borders along the roads throughout the Project;
- 10) All exterior street lights in the Project;
- 11) All mailboxes within the Project;
- 12) Removal of snow and ice accumulations in, on or about the Common Areas (including but not limited to the sidewalks and driveways);
- 13) Trash pick up and removal;
- 14) All common utilities, lines, pipes, wires, conduits, and systems which serve all of the Unit Owners, including water for the Common Areas; and
- 15) Debris removal, cleaning and sweeping of the gutters once in the Spring and again in the Fall of each year.

(b) Area of Personal Responsibility. The Unit Owners shall be responsible for and maintain the following property, which includes their Units and some of the Common Area:

- 1) The Units;
- 2) All foundations, columns, girders, beams, supports, main walls and roofs;
- 3) All heating and cooling systems;
- 4) All exterior surfaces, including all brick, siding and stucco;
- 5) All exterior wood or vinyl trim, painting and staining (colors must be approved by the Management Committee in advance; and colors must be uniform in quality and appearance);
- 6) All windows, glass surfaces, window panes, window frames, doors, garage doors and garage door systems;
- 7) All decks and patios;
- 8) All driveways, walkways, entryways and porches;

BK7325Pg1445

- 9) All exterior light fixtures;
- 10) All improvements and landscaping installed by the Unit Owners;
- 11) All damage caused by the Unit Owners, their families, friends, guests and invitees;
- 12) All window wells and grates;
- 13) All fences and retaining walls;
- 14) Upon petition, and the prior written consent of the Management Committee, the removal of all trees, shrubs, bushes or other landscaping;
- 15) All private yard areas and improvements, including but not limited to all gardens, pools, ponds, water features, flowers, plants, shrubs, bushes and trees;
- 16) All soil replacement; and
- 17) All items not specifically included in the Area of Common Responsibility.

(c) Utilities. The Association shall provide those utility services not separately metered and billed to the individual Owners by the provider. The Unit Owners shall arrange and pay for all individual utility services, including but not limited to gas, power and telephone.

(d) Standard of Care/General. The Property shall be maintained in a usable, clean, functional, attractive and good condition, consistent with Community Standards and other similarly situated first class subdivisions in the county.

(e) Standard of Care/Landscaping. All landscaping in the Project shall be maintained and cared for in a manner consistent and in harmony with the standards of design and quality originally established by Declarant, and in a condition comparable to that of other similarly situated first class residential subdivisions in the county. Specific guidelines and restrictions on landscaping may be established by the Committee. All private yard areas shall be maintained in a neat and orderly condition, and any weeds or diseased or

BK7325PG1446

dead lawn, trees, ground cover or shrubbery shall be removed and replaced; and the landscaping shall be tasteful, so as not to affect adversely the value or use of any other Unit, or to detract from the uniform design and appearance of the Project.

(f) Neglect. If the Committee determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items for which s/he is responsible hereunder; or that the need for maintenance, repair, or replacement of the Common Area is caused through the willful or negligent act of any Owner, his or her family, guests, lessees, or invitees, and it is not covered or paid by insurance, in whole or in part, then the Association may, but is not obligated to, provide such maintenance, repair or replacement at the Owner's sole cost and expense, subject to the following:

(1) Assessment/Lien. Such costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against his or her Unit, as provided below.

(2) Notice of Intent to Repair. Except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide necessary maintenance, repair, or replacement at Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Committee. The Owner shall have ten (10) days after receipt of notice within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days.

(3) Emergency Situation. If the Committee determines that an emergency exists, then notice and the opportunity to cure the default is not necessary.

(4) Optional Repairs. The Association may, but is not obligated to, provide any such maintenance, repair, or replacement in the manner described above.

(5) Right of Entry. The Association or its agents or employees shall have a right to entry upon or into any Unit or Common Area as necessary to perform such work and shall not be liable for trespass for such entry or work.

(g) Changes to Areas of Personal or Common Responsibility. The Management Committee may, in its sole

BK7325PG1447

discretion, add items to or subtract items from the Areas of Personal or Common Responsibility upon at least thirty (30) days prior written notice to the Unit Owners.

(h) Alterations to the Common Area. Anything to the contrary notwithstanding, the Declarant may make changes to the Common Area without the consent of either the Association or the Management Committee; however, no Owner or resident may make any structural alterations to the Common Area without the prior written consent of the Committee.

4. Article VI, Section 6.08 and Article VIII, Section 8.06 entitled Rules and Regulations shall be deleted in their entirety and the following shall be substituted in lieu thereof:

6.09 Rules and Regulations. The Management Committee may establish reasonable administrative rules and regulations concerning the use, operation and maintenance of the Common Area, the facilities, amenities and improvements located thereon, the Areas of Common and Personal Responsibility, and the individual Units.

(a) Copies of such rules, regulations and amendments thereto shall be furnished by the Association to all Unit Owners at least thirty (30) days prior to their effective date.

(b) The administrative rules and regulations adopted by the Management Committee shall be binding upon all Unit Owners, residents, their families, guests, invitees, agents and representatives until such time as they are specifically overruled, amended, modified or canceled -- by the Committee or by the affirmative vote of a majority of the percentage of undivided ownership interest in the Common Areas.

(c) The Committee shall have the authority to impose reasonable monetary fines and other sanctions, revoke privileges and terminate common utility services after notice to the defaulting party and a reasonable opportunity to be heard. These additional charges may be collected by judgment, lien or foreclosure as provided in Article IX.

5. The last sentence of Article XIV, Section 14.02 entitled Enforcement and Remedies shall be deleted in its entirety and the following sentence shall be substituted in lieu thereof:

14.02 Enforcement and Remedies . . . The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration, or in any Supplemental or Amended

DK7325PG1448

Declaration, shall be enforceable by the Association or, in a proper case, by an aggrieved Owner, and the nondefaulting party shall be entitled to all of the rights and remedies allowed by law or equity, including but not limited to injunctive relief and damages, the recovery of attorney's fees, costs and expenses, regardless of whether a lawsuit is filed.

6. Article X is amended to add the following subsections:

10.07 Deductible. The deductible on the Association's property insurance policy on a claim by a Unit Owner shall be paid for by the Unit Owner, anything to the contrary notwithstanding.

10.08 Primary Insurance. On any claim, the insurance coverage of the Unit Owner shall be primary and the insurance coverage of the Association shall be secondary.

7. The effective date of this Amendment to the Declaration shall be the date on which this document is filed for record in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the CASTO PINES CONDOMINIUM HOMEOWNERS ASSOCIATION has executed this instrument on the day and year first above written.

CASTO PINES CONDOMINIUM HOMEOWNERS ASSOCIATION

By   
Title: President

By   
Title: Secretary

ACKNOWLEDGEMENT

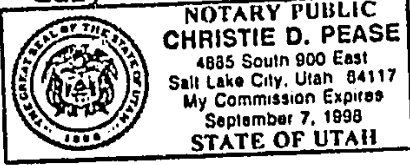
STATE OF UTAH                    )  
  )ss:  
COUNTY OF SALT LAKE        )

On the 20 day of December, 1995, personally appeared before me James H. Dickson and Robert S. Brewster who by me being duly sworn, did say that they are the President and Secretary of CASTO PINES CONDOMINIUM HOMEOWNERS ASSOCIATION, and that the within and foregoing instrument was signed in behalf of

BK7325PG1449



said ASSOCIATION by authority of a Resolution of its Management Committee, and James H. Dickson and Robert S. Brunster duly acknowledged to me that said ASSOCIATION executed the same.



My Commission Expires:  
September 7, 1998

Christie D. Pease  
NOTARY PUBLIC  
Residing at: 4885 So. 900 East  
Salt Lake City, Utah 84117

BK7325PG1450

EXHIBIT "A"

The LAND described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Beginning at a point which is S 0 10' 50" W 405.90 feet (surveys of record) 405.46 feet (Salt Lake County A.R.P.) and N 88 57' 10" W (measured) N 88 56' 53" W (Salt Lake County A.R.P.) 689.92 feet and N 1 07' 00" E 25.00 feet from the East quarter corner of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian said point of beginning also being on the North Right of Way Line of Casto Lane and running thence N 1 07' 00" E 158.94 feet; thence S 89 00' 00" E 120.60 feet; thence N 245.65 feet; thence W 222.20 feet; thence S 38.00 feet; thence W 142.50 feet; thence S 45.00 feet; thence W 16.03 feet; thence N 1.44 feet; thence W 151.04 feet to the Right of Way line of Holliday Boulevard; thence along said Right of Way line S 0 07' 25" E 15.00 feet; thence E 150.54 feet; thence S 103.60 feet; thence N 89 20' 00" E 2.34 feet; thence S 98.03 feet; thence W 16.17 feet; thence S 99.33 feet to the North Right of Way line of Casto Lane; thence along said North Right of Way line S 88 57' 10" E (measured) S 88 56' 53" E (Salt Lake County A.R.P.) 271.40 feet to the Point of Beginning.

Contains 130,148 Sq. Feet, plus or minus, or 2.99 Acres, plus or minus.

BK7325PG1451

CERTIFICATION

COMES NOW the Secretary of the CASTO PINES HOMEOWNERS ASSOCIATION and certifies that the attached First Amendment to Declaration of Condominium for Casto Pines Condominiums was approved by the following Units:

<u>Unit No.</u>	<u>Vote</u>	
1	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
5	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
6	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
7	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
10	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
11	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
12	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

         See the written Ballots attached.

The vote was taken at a Special Meeting which was held on the 30 day of Oct, 1995 in which each of the members present voted to waive the necessity of a written Ballot or Consent form.

DATED this 29<sup>th</sup> day of January, 1996.

Robert S. Brewster  
Secretary

BK7325PG1452