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**AMENDMENT TO AMENDED DECLARATION OF CONDOMINIUM
OF COPPERVIEW VILLAGE CONDOMINIUM PROJECT**

On the 22nd day of May, 2001, a meeting of the members of the Copperview Village Condominium Project was held at the Magna Library in Salt Lake County, Utah. The meeting followed notice to the Unit Owners as required by the Association's Declaration and Bylaws. A quorum was present. At the meeting, which was properly noticed for the purpose of considering Declaration amendments, the following amendments to the Amended Declaration of Copperview Village Condominium Project, dated December 30, 1986 and recorded in the office of the Salt Lake County Recorder, State of Utah, in Book 5977, at Pages 2650 to 2671 (hereinafter referred to as "Declaration"), were considered and approved by in excess of 67% of those present and voting at the meeting.

The language of Article III, Section 4(a), of the Declaration was amended by deleting the existing paragraph and replacing it with the following new language:

4. Common Areas, Limited Common Areas and Maintenance Thereof. (a) The Common Areas contained in the Project are described and identified in Article I of this Declaration. Neither the fractional Interest nor the right of exclusive use of a Limited Common Area shall be separate from the Unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, the Fractional Interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate. Each Unit Owner shall at his own cost keep the Common Areas adjacent to and surrounding his Unit and the Limited Common Areas designated for exclusive use in connection with his Unit in a clean, sanitary and attractive condition at all times. Each individual Unit

Owner shall have the primary responsibility to cut and water the lawns in both the front and back yards of his Unit. The cost of the water for the lawns and landscaping shall be borne by the Unit Owner if the water service is separately metered. Each Unit Owner shall be responsible for the maintenance of the Common Areas adjacent to his Unit, including the Common Area in front of, to the rear of, and to the side of his Unit. Unless otherwise agreed by the Unit Owners of both Units on any given lot, the Unit Owners shall each be responsible for that portion of the lot determined by an extension of the line created by the common wall of each twin-home structure. All Limited Common Areas are shown by vertical lines on the Map except for concrete areas which are shown by shading.

Each Unit Owner shall be responsible for the maintenance and repair of the external portions of his Unit including, as necessary, painting, staining, repairing, replacing, and caring for roof surfaces, roof systems, gutters, downspouts, and all external building surfaces. Exposed areas of walls common to both Units shall be the equal responsibility of each adjoining Unit Owner. The landscaping maintenance of the Common Area includes, but is not limited to, maintenance, repair, and replacement, at the Unit Owner's sole cost and expense, of all trees, fences, shrubs, grass, parking spaces, walks, and other improvements situated upon the adjacent Common Area, subject to the insurance and casualty loss provisions contained in this Declaration.

If the Board of Directors determines that (i) any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder; or (ii) that the need for maintenance, repair, or replacement that is in the Unit Owner's adjacent 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. 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 the Unit, as provided in Article III, Paragraph 18. 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 Management Committee. In the case of (i) above where the Owner has not discharged his or her responsibility, unless the Management Committee determines that an emergency exists, 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. If the Management Committee determines that an emergency exists, that an Owner has not complied with the demand given by the Association as herein provided, or that the need for maintenance or repair is in the adjacent Common Areas as in (ii) above, then the Association may, but is not obligated to, provide any such maintenance,

repair, or replacement in the manner described above. The Association or its agents or employees shall have a right of entry upon or into the Unit or limited common element as necessary to perform such work and shall not be liable for trespass for such entry or work.

The language of Article III, Section 6, of the Declaration was also amended by deleting the existing paragraph and replacing it with the following new language:

6. Unit Maintenance. Each Owner shall at his own cost and expense maintain, repair, reglaze, paint, re-paint, tile, wax, paper or otherwise refinish and decorate the interior and exterior surfaces of the walls, ceilings, floors, windows and doors forming the boundaries of his Unit and all walls, ceilings, floors, windows and doors within such boundaries. The Unit Owner shall have the duty of cleaning and replacing all windows in his Unit. In addition to decorating and keeping the interior of his Unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air cooler, air conditioning, lighting fixtures, refrigerator, cooler, air conditioning, lighting fixtures, refrigerator, disposal equipment, range, or other appliances or fixtures that may be in, or connected with, his Unit. Each Unit shall be maintained so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Unit.

The language of Article III, Section 15, of the Declaration was also amended by deleting the existing paragraph and replacing it with the following new language:

15. Architectural and Design Control. The Management Committee shall also be responsible for architectural and design oversight of the individual Unit Owners' repair and maintenance. The Management Committee shall define and approve materials and colors for exterior finishes, including siding, paint, stain, and roofing materials. The Management Committee may periodically select and approve colors or color schemes for use on exterior surface, and all exterior maintenance and repairs shall be consistent with these selected schemes. All decisions of the Management Committee in this capacity shall be made so as to ensure consistency and compatibility of all improvements and landscaping on the project.

The Management Committee shall have the obligation to maintain those improvements (consisting generally of fencing, lawn, sprinkler, pillars, lighting and shrubs) installed within the right-of-way of 7200 West at approximately 2685 South at the entrance to the Project, as specified in any applicable licensing agreement between the Association and Salt Lake County, throughout the term of such licensing agreement or any extension thereof.

COPPERVIEW VILLAGE CONDOMINIUM PROJECT

COPPERVIEW VILLAGE PHASE 1 CONDOMINIUMS

AREA	14-21-478-018-0000	7312	14-21-478-010-0000
7278	14-21-478-002-0000	7314	14-21-478-011-0000
7280	14-21-478-003-0000	7317	14-21-478-012-0000
7287	14-21-478-004-0000	7319	14-21-478-013-0000
7289	14-21-478-005-0000	7330	14-21-478-014-0000
7296	14-21-478-006-0000	7332	14-21-478-015-0000
7298	14-21-478-007-0000	7341	14-21-478-016-0000
7303	14-21-478-008-0000	7343	14-21-478-017-0000
7305	14-21-478-009-0000		

COPPERVIEW VILLAGE PHASE 2 CONDOMINIUMS

AREA	14-21-478-018-0000	7389	14-21-453-017-0000
2676	14-21-453-002-0000	7400	14-21-453-018-0000
2678	14-21-453-003-0000	7401	14-21-453-019-0000
2684	14-21-453-004-0000	7402	14-21-453-020-0000
2686	14-21-453-005-0000	7403	14-21-453-021-0000
7348	14-21-453-006-0000	7415	14-21-453-022-0000
7350	14-21-453-007-0000	7416	14-21-453-023-0000
7355	14-21-453-008-0000	7417	14-21-453-024-0000
7357	14-21-453-009-0000	7418	14-21-453-025-0000
7366	14-21-453-010-0000	7431	14-21-453-026-0000
7368	14-21-453-011-0000	7433	14-21-453-027-0000
7371	14-21-453-012-0000	7434	14-21-453-028-0000
7373	14-21-453-013-0000	7436	14-21-453-029-0000
7380	14-21-453-014-0000	7443	14-21-453-030-0000
7382	14-21-453-015-0000	7445	14-21-453-031-0000
7387	14-21-453-016-0000		

COPPERVIEW VILLAGE PHASE 3 CONDOMINIUMS

AREA	14-21-478-018-0000	7388	14-21-476-012-0000
2664	14-21-476-002-0000	7390	14-21-476-013-0000
2666	14-21-476-003-0000	7397	14-21-476-014-0000
7345	14-21-476-004-0000	7399	14-21-476-015-0000
7347	14-21-476-005-0000	7402	14-21-476-016-0000
7365	14-21-476-006-0000	7404	14-21-476-017-0000
7367	14-21-476-007-0000	7415	14-21-476-018-0000
7372	14-21-476-008-0000	7417	14-21-476-019-0000
7374	14-21-476-009-0000	7433	14-21-476-020-0000
7381	14-21-476-010-0000	7435	14-21-476-021-0000
7383	14-21-476-011-0000		