


WHEN RECORDED RETURN TO:

Neighborhood Housing Services of Provo, Inc.
c/o Sharlene Behunin Wilde
Executive Director
39 West 300 North
Provo, UT 84601


ENT 83193:2015 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2015 Sep 10 2:27 PM FEE 22.00 BY ED
RECORDED FOR PLACE ON 9TH HOA LC

**AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS**

**Place on 9th, L.C.
A Planned Unit Development**

Provo, Utah County, Utah

This AMENDMENT TO DECLARATIONS OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (the "*Amendment*") is made this 10TH day of SEPTEMBER, 2015 (the "*Effective Date*") by NEIGHBORHOOD HOUSING SERVICES OF PROVO, INC., a Utah Non-Profit Corporation located at 39 W 300 N, Provo, UT 84601 (the "*Declarant*"), in its capacity as the owner and developer of Place on 9th, L.C., a Planned Unit Development LLC, located at 263 N 900 W, Provo, UT 84601 (the "*Association*"), as authorized by affirmative vote of more than 75% the Owners (including Declarant) and the approval of Provo City.

RECITALS:

- A. Neighborhood Housing Services of Provo, Inc., is the Declarant under that certain Declaration of Easements, Covenants, Conditions and Restrictions dated August 27, 2007, and recorded 8/27/2007, as Serial Number 49:658:0004 and Entry Number 125815-2007 in the Official Records of the Utah County Recorder (the "*Declaration*"). All capitalized terms contained herein without definitions shall have the definitions set forth in the Declaration.
- B. By affirmative vote of more than 75% of the Owners' (including Declarant) vote, and the approval of Provo City, this Amended Declaration has been approved and shall become effective upon recordation.

AMENDED DECLARATION:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein (including, but not limited to, the Association abstaining from raising the Association Fees specifically and significantly to cover the repairs and maintenance which

responsibility this amendment hereby waives), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DECLARANT HEREBY DECLARES that Section 1.01 Purpose of the Declaration shall be amended to say: "1.01 Purpose. The purpose of this instrument is to provide for the preservation of the values of Lots and Common Areas within Place on 9th, a Planned Unit Development in Provo, Utah (the "Development"), and for the maintenance of the collective main driveway, the fence common to all five (5) homes, and other Common Areas therein."
2. DECLARANT HEREBY DECLARES that Section 2.09 Limited Common Areas of the Declaration shall be amended to say: "While there are common areas available for the use of all Owners equally, there is no Limited Common Area designated for exclusive use by the Owner of a particular Unit."
3. DECLARANT HEREBY DECLARES that Section 4.07 Special Meetings of the Declaration shall be amended to say: The President shall call a special meeting of the Owners as directed by a resolution of the Board or on a petition signed by Owners holding at least thirty percent (30%) of the total votes of the Association and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice therefore unless consented to by seventy-five percent (75%) or more of the Owners present, either in person or by proxy.
4. DECLARANT HEREBY DECLARES that Section 4.09 Quorum of the Declaration shall be amended to say: Owners present at any membership meeting duly called pursuant to notice shall constitute a quorum at all meetings, both annual and special; provided, however, that such Owners collectively be entitled to cast at least sixty percent (60%) of the total Association votes eligible to vote.
5. DECLARANT HEREBY DECLARES that Section 5.01 Duties of the Association (c) of the Declaration shall be amended to say: "The Association shall only have the duty to maintain and repair the collective main driveway, the perimeter fence common to all five (5) homes, and the Common Areas."
6. DECLARANT HEREBY DECLARES that Section 5.01 Duties of the Association (d) of the Declaration shall be amended to say: "The Association will Not provide maintenance and repair upon the exterior surfaces of the Units (and/or the building in which such Units exists), including, but not limited to, painting, replacing, and caring for roofs, gutters, down spouts, exterior surfaces, window casings and trim and other exterior improvements (including glass surfaces)."
7. DECLARANT HEREBY DECLARES that Section 7.01 Maintenance and Repairs of the Declaration shall be amended to say: "Each Owner shall at his own cost maintain his Lot

and any improvements thereon in good repair at all times. Included in this duty of Maintenance and Repairs is the duty to maintain the exterior and grounds in good condition and working order, including painting, replacing and caring for roofs, gutters, down spouts, exterior surfaces, window casings and trim and other exterior improvements (including glass surfaces). In the event of the damage or destruction of any Unit, the Owner of the Lot on which such Unit is situated shall either rebuild the same within a reasonable time or shall raze the remains thereof so as to prevent the unsightly appearance and dangerous condition of a partially destroyed building in the Development. The painting or repainting, remodeling, rebuilding or modification of any Unit exteriors or parts thereof must be submitted to and approved by the Architectural Control Committee which is made up of the Board of Trustees pursuant to its procedures.”

8. DECLARANT HEREBY DECLARES that Article VII ASSESSMENTS of the Declaration shall be amended by adding a Section 8.16 Monthly Dues, which Section 8.16 shall say: “Only a Majority vote of the Owners or proxies can approve a change in the Monthly Dues of the Association.”
9. DECLARANT HEREBY DECLARES that Section 15.06 Covenants to Run with Land of the Declaration shall be amended to say: This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who heretofore acquired or hereafter acquire any interest in a Lot, their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot or Unit shall comply with, and all interests in all Lots or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot or Unit, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.
10. The provisions hereof shall modify and amend the Declaration to the extent inconsistent with the Declaration. This instrument shall run with and bind and benefit the property subject thereto. The Declaration shall not be further modified without the affirmative vote of more than 75% of the Owners’ (including Declarant) vote, and the approval of Provo City.

THIS AMENDED DECLARATION is executed by Declarant as of the date first stated above.

NEIGHBORHOOD HOUSING SERVICES OF PROVO,
INC., a Utah Nonprofit Corporation

By: *Julie Ann Kelsch*
Name: NAME
Title: President

By: *Dave Hect*
Name: NAME
Title: Vice President

STATE OF UTAH)
COUNTY OF UTAH)
: ss.

On this 27th day of August, 2015, personally appeared before me, NAME and NAME, who, being by me duly sworn, did say that they are the President and Vice-President of Neighborhood Housing Services of Provo, Inc., a Utah non-profit corporation; that said instrument was signed by them in behalf of said corporation pursuant to authority; and that said corporation executed the same.

Shaulene Wilde



This Amendment to Declaration of Easements, Covenants, Conditions and Restrictions was approved by the Provo City on _____, 2015.

NOT APPLICABLE
NAME, Provo City TITLE

Attest:

NAME, TITLE

This Amendment to Declaration of Easements, Covenants, Condition and Restriction is hereby approved by the following Owners of Development and Declarant (There are Five (5) Total Owners of Development, PRESIDENT and VICE PRESIDENT are Declarants):

By: Rebecca Beyer
Name: Rebecca Beyer
Address: 275 N 900 W.
Address: Provo, UT 84601

By: A. Batmale
Name: Adrienne Batmale
Address: 243 N. 900 W.
Address: Provo, UT 84601

By: Brenda A Smith / owner
Name: Brenda Smith
Address: 271 N. 900W.
Address: Provo, UT 84601

By: Brent K Eastman
Name: BRENT K EASTMAN
Address: 257 N. 900 W.
Address: Provo, UT 84601

By: _____
Name: _____
Address: _____
Address: Provo, UT 84601

N/A