

After Recording Return To:

RICHARDS, KIMBLE & WINN, PC
c/o John D. Richards
2040 Murray Holladay Rd., Suite 106
Salt Lake City, UT 84117

**AMENDMENT TO THE
DECLARATION FOR ELK RUN AT PINEBROOK II**

A PLANNED UNIT DEVELOPMENT

RECITALS

A. Certain real property in Summit County, Utah, known as Elk Run at Pinebrook was subjected to certain covenants, conditions and restrictions pursuant to a Declaration for Pinebrook II, recorded October 31, 1988, as Entry No. 299426 in the Recorder's Office for Summit County, Utah (the "Declaration").

B. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto, as described herein in **Exhibit "A."**

C. The Association has deemed it to be in the best interests of the Association to clarify the maintenance obligations between the Association and the Owners to more fully conform to past and current practices and the Association desires to amend the Declaration accordingly.

D. Pursuant to Utah Code Ann. 57-8a-104 and Section 19.0 of the Declaration, the undersigned hereby certifies that all of the voting requirements to amend the Declaration have been satisfied and are on file in the records of the Association.

NOW, THEREFORE, for the benefit of the Association and all Owners thereof, the Management Committee hereby executes this Amendment, for and on behalf of all Owners, to amend the Declaration, including the Bylaws, as provided below. All of the terms and representations in the above Recitals are made a part of this Amendment and are incorporated herein by reference.

1. Section 10, Subsection 10.2 of the Declaration is amended in its entirety to read as follows:

10.2. The Unit Owners shall have the responsibility to maintain, repair, replace and keep in a **reasonably** clean and sanitary condition, at the Unit Owner's expense, all portions of the Owner's Unit except as provided in Section 10.4 hereof. The Unit Owner shall keep clean and in a sanitary condition **their entire** Unit. The Association shall be responsible for cleaning and general maintenance of all parking areas except garages directly appurtenant to the individual units.

As part of the Owners responsibility to maintain and clean the Owner's Unit and for the safety of all Owners and the Property, Unit Owners are hereby required to have their wood

burning stoves (if any), including exhaust/venting piping, and dryer vents inspected and cleaned every two (2) years. **If no inspection or cleaning of a wood burning stove or dryer vents has been conducted within the last two (2) years from the date this Amendment is recorded, Owners shall cause an inspection and cleaning to be conducted on or before February 28, 2013.**

This is required, not only to increase efficiency, but more importantly to prevent the potential of fire hazard. Wood burning stoves can develop a buildup of creosote, which can accumulate in stoves and exhaust pipes and can suddenly ignite and start a fire.

Additionally, accumulated dryer lint is extremely combustible and is a common cause of house fires. Therefore, Unit Owners are required to contract a qualified company to clean and inspect each Unit's dryer vents, woodstoves, and appurtenant components every two (2) years. Owners shall provide a copy of a certificate, receipt, work order, invoice or other form evidencing that the required cleaning and inspection has occurred from a qualified company, when requested by the Association.

2. Section 10, Subsection 10.4 of the Declaration is amended in its entirety to read as follows:

10.4. The Association shall be responsible for and shall provide exterior maintenance upon each Unit within the Project including the paint, repair and replacement of roofs, gutters, cement steps and **downspouts installed originally by the builder or as replaced by the Association, specifically excluding any gutters and downspouts installed by an Owner**, and exterior building surfaces, as necessary which shall be paid for as a Common Expense. Notwithstanding the above, for purposes of Section 10.2 and 10.4, exterior maintenance of each Unit required of the Association DOES NOT include any garage doors or garage door framing, or the above-garage deck of each Unit or any components thereof, **including but not limited to, the decking, the roof, underlying decking, deck boards, decking posts, or EPDM roofing membrane** or other roofing membrane located under the deck and such remains the responsibility of the Unit Owner at such Owner's sole expense. Furthermore, the exterior maintenance of the Units for which the Association shall be responsible shall not include glass surfaces or door or window frames.

Any damage to the exterior of a Unit in excess of normal wear and tear not otherwise attributable to the actions of the Association shall be repaired by the Association but shall be paid for by the Unit Owner directly. The cost of such exterior maintenance shall be added to and become part of the assessment applicable to the Unit. Additionally, and in an effort to prevent unnecessary damage to the exterior of Units, each Unit Owner is required to timely remove snow from the above-garage deck, as may be defined more fully by the Board of Directors in the rules and regulations of the Association, and may be subject to a fine for failure to comply with such rules and regulation and/or the Association, after notice, clearing the snow and charging all costs back to the Owners as an assessment.

In addition to the maintenance of exterior surfaces as set forth above, the Association shall be responsible for and shall maintain and provide landscaping upon the Common Areas and upon the open real property located within each Unit (**any real property located within a Unit that is fully enclosed by fencing or otherwise is not considered open real property and the**

EXHIBIT A

Legal Description

Elk Run at Pinebrook Phase 2A PUD, Lots 401-404 and 501-504
Elk Run at Pinebrook Phase 2B PUD, Lots 601-604 and 701-704

(16 total lots)

Parcel No.	ELK-2A-401
	ELK-2A-402
	ELK-2A-403
	ELK-2A-404
	ELK-2A-501
	ELK-2A-502
	ELK-2A-503
	ELK-2A-504
	ELK-2B-601
	ELK-2B-602
	ELK-2B-603
	ELK-2B-604
	ELK-2B-701
	ELK-2B-702
	ELK-2B-703
	ELK-2B-704