9528913 10/20/2005 02:44 PN \$39-00 Book - 9205 Pa - 8574-8576 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH

M & M MGMT

AMENDMENTS TO

RESERVATION OF EASEMENT

BY: SBM, DEPUTY - WI 3 P.

FOR

RENAISSANCE AT TRIMBLE CREEK A Planned Unit Development

THIS AMENDMENT is made effective the 1st day of October, 2005 to the original Declaration recorded on May 13, 1999 recorded in Book 8399 beginning with Page 1366 in the official records of the office of the County Recorder of Salt Lake County, State of Utah.

RECITALS

WHEREAS, RENAISSANCE AT TRIMBLE CREEK, (the original Declarant) located in Salt Lake County, State of Utah as more particularly described in that certain plat map entitled RENAISSANCE AT TRIMBLE CREEK, a Planned Unit Development, recorded on <u>MAY 5, 1999</u> as Entry <u>7344343</u> official records of the office of the County Recorder of Salt Lake County, State of Utah (the "Plat Map"); and

WHEREAS, RENAISSANCE AT TRIMBLE CREEK, pursuant to the provisions of the original Declaration, created a homeowners association to which was to be delegated and assigned the powers of owning, maintaining and administering the common areas, private roadways and certain other improvements in the Property and administering and enforcing the covenants, conditions and restrictions ("CC&R's"), and collecting and disbursing the assessments and charges thereinafter created; and

WHEREAS, the original Declarant may execute, acknowledge, and record "Amendments" to the CC&R's so long as the Declarant owns all the real property to be affected by such; and

WHEREAS, all of the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following Amendments, and the original CC&R's, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, or any portion thereof and each and all of which is and are for the benefit of and shall pass with the Property, and each and every parcel or Lot thereof, and shall apply to and bind the successors in interest, and any Owner thereof; and

NOW THEREFORE, the following Amendments to the Declaration of Covenants, Conditions and Restrictions, along with the original CC&R's of RENAISSANCE AT TRIMBLE CREEK, shall govern the rights and obligations of the present and future

Owners of the Lots and homes in RENAISSANCE AT TRIBMLE CREEK and of the Association and its Board and the original Declarant, and; the original Declaration recorded on May 13, 1999 recorded in Book 8399 beginning with Page 1366 in the official records of the office of the County Recorder of Salt Lake County, State of Utah are hereby amended, effective as of the 1st day of October 2005, as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Except as specifically amended as set forth in Exhibit, all terms, covenants, conditions and restrictions set forth in the original Declaration shall remain in full force and effect.

DATED this /3 day of October, 2005.

RENAISSANCE AT TRIMBLE CREEK HOMEOWNERS ASSOCIATION:

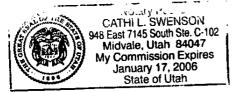
BOB ZIEGLER PRESIDENT

STATE OF UTAH

: SS

COUNTY OF SALT LAKE

On this May of October 2005, personally appeared before me BOB ZIEGLER, being by me duly sworn; and the said individual did say that he is the President of the RENAISSANCE AT TRIMBLE CREEK HOMEOWNERS ASSOCIATION, and that the within and foregoing Amendments, attached as Exhibit "A" to this document, were signed in behalf of the said Association.



NOTARY PUBLIC

Residing at:: Salt Lake County, Utah

My Commission Expires:

1911-17, 2006

2

ARTICLE V

Paragraph (m) of Article V to be removed.

ARTICLE IX

Maintenance and Repair Obligation

Section 1. Maintenance Obligations of Owners. Subject to the duty of the Association to provide for maintenance as provided in Section 2, of this Article IX, it shall be the duty of each Owner, at his sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval, to maintain, repair, replace and restore areas of the Property subject to his exclusive control, including any improvement thereon, in a neat, sanitary and attractive condition. Areas subject to the exclusive control of the Owner shall be deemed to include, but not be limited to, backyard trees and flowerbeds, the structure of the Owner's Dwelling Unit and all exterior and interior portions of the Owner's Dwelling Unit. The Owner shall further assume total financial responsibility for roof replacement and maintenance on his Dwelling Unit when normal wear, tear and deterioration requires maintenance and repair and total roof replacement. Architectural Committee approval with reference to color, quality of material and installation workmanship will be required prior to any work commencing on roof replacement. Roofing contractors must be licensed and bonded and approved by the Architectural Committee. To assure satisfactory installation, per the Architectural Committees approval, the Association may coordinate with the Owner to obtain competitive bids. The Architectural Committee will have complete control of the roof replacement process.

In the event that any Owner shall permit any Improvement, which is the responsibility of such Owner to maintain, to fall into disrepair or fail to so maintain such Improvement so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Architectural Committee shall have the right, but not the duty, upon fifteen (15) days prior notice to the Owner of such Lot, to correct such condition and to enter upon such Owner's Lot to make such repairs or to perform such maintenance and the costs thereof shall be charged to the Owner. Said costs shall constitute a Special Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in this Declaration. The Owner shall pay promptly all amounts due for such work and the costs and expenses of collection may be added, at the option of the Board, to the amounts payable by each Owner as Common Assessments.