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Gary W. Ott  
Recorder, Salt Lake County, UT  
PROVO LAND TITLE COMPANY  
BY: eCASH, DEPUTY - EF 11 P.

**CORRECTION TO THE FIRST AMENDMENT TO DECLARATION OF  
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS  
MOUNTAIN HEIGHTS AT ROSECREST  
A Planned Unit Development  
Herriman, Utah**

This Correction to the First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for Mountain Heights at Rosecrest, a Planned Unit Development, Herriman, Utah (this "Corrected First Amendment") is executed on the date set forth below.

**RECITALS**

A. This correction is intended to correct language erroneously included in the First Amendment, which was recorded July 19, 2016, as entry no. 12323598. This Corrected First Amendment is intended to make changes to interest, late fees, and reinvestment fees.

B. That certain Declaration of Easements, Covenants, Conditions and Restrictions for Mountain Heights at Rosecrest, a Planned Unit Development, Herriman, Utah, dated September 9, 2014, recorded in the official records of Salt Lake County on September 9, 2014, as Entry No. 11910505, in Book 10258, Pages 9852-9889, as supplemented by the following:

i. That certain Supplemental Declaration of Easements, Covenants, Conditions, and Restrictions, Mountain Heights at Rosecrest, A Planned Unit Development, Herriman, Utah, dated November 14, 2014, recorded in the official records of Salt Lake County on November 17, 2014, as Entry No. 11946251, in Book 10274, Pages 9004-9007 ("Phase II");

ii. That certain Supplemental Declaration of Easements, Covenants, Conditions, and Restrictions, Mountain Heights at Rosecrest, A Planned Unit Development, Herriman, Utah, Phase III, dated April 24, 2015, recorded in the official records of Salt Lake County on April 27, 2015, as Entry No. 12038608, in Book 10318, Pages 3867-3871 ("Phase III");

iii. That certain Supplemental Declaration of Easements, Covenants, Conditions, and Restrictions, Mountain Heights at Rosecrest, A Planned Unit Development, Herriman, Utah, Phase IV, dated September 29, 2015, recorded in the official records of Salt Lake County on September 30, 2015, as Entry No. 12142226, in Book 10366, Pages 985-988 ("Phase IV");

iv. That certain Supplemental Declaration of Easements, Covenants, Conditions, and Restrictions, Mountain Heights at Rosecrest, A Planned Unit Development, Herriman, Utah, Phases 5 and 6, dated January 20, 2016, recorded in the official records of Salt Lake County on January 20, 2016, as Entry No. 12208826, in Book 10396, Pages 8985-8989 ("Phases V and VI");

(collectively, the "Declaration") encumbers certain real property located in Salt Lake County, State of Utah and more particularly described therein and on Exhibit A attached hereto and incorporated by this reference. All real property subject to the Declaration from time to time is referred to herein as the "Development". Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Declaration.

C. Pursuant to Section 14.3 of the Declaration, the Declarant may amend the Declaration without the consent or approval of any other owner.

D. Wasatch Land Company, a Utah corporation is the current Declarant under the Declaration.

E. Declarant desires to amend the Declaration in accordance with this Corrected First Amendment to amend late fees and interest rates.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

**1. AMENDMENT TO DECLARATION.**

1.1 Section 11.13 of the Declaration is hereby deleted in its entirety and replaced with the following:

Effect of Nonpayment; Remedies. Any Assessment (whether Annual, Special or Specific) not received within ten (10) days of the date on which it or any installment thereof becomes due shall be subject to a monthly late fee penalty in such amount as established by the Board, which, together with interest and costs of collection, shall be, constitute, and remain a continuing lien on the affected Unit. If any Assessment is not received within ten (10) days after the date on which it becomes due, the amount thereof shall also bear interest from the due date at the rate of eighteen percent (18%) per annum; and the Association may bring an action against the Owner who is personally liable therefor, or may foreclose (judicially or non-judicially) its lien against the Unit pursuant to provisions of the Utah Code applicable to the exercise of powers of sale in deeds of trust, by foreclosure as a mortgage, or in any other manner permitted by law. Any judgment obtained by the Association in connection with the collection of delinquent Assessments and related charges shall include reasonable attorney's fees, court costs, and every other expense incurred by the Association in enforcing its rights. Until paid in full, such collection charge, interest, and/or late fees shall constitute part of the Assessment lien provided above. Late fees and interest may be assessed each month until the delinquent Assessment, including all of its accompanying charges, costs, and attorneys' fees, is paid in full. Failure of the Association to promptly enforce any remedy granted pursuant to this Section 11.13 shall not be deemed a waiver of any such rights.

1.2 Section 11.7 of the Declaration is hereby deleted in its entirety and replaced with the following:

Initial and Reinvestment Fee. Subject to the terms and conditions of this Section, the Board shall have the right to establish from time to time (but shall not be required to establish) a Reinvestment Fee assessment in accordance with this Section. If established by the Board, the following terms and conditions shall govern Reinvestment Fees.

A) Upon the occurrence of any sale, transfer, or conveyance of any Unit (as applicable, a "Transfer"), but excluding the initial sale or Transfer by or to Declarant or an affiliate or successor of Declarant, the party receiving title to the Unit (the "Transferee") shall pay to the Association a Reinvestment Fee in an amount to be established by the Board from time to time, provided that in no event shall the Reinvestment Fee exceed the lesser of (i) 0.5% of the value of the applicable Unit, or (ii) the maximum rate permitted by applicable law.

B) Notwithstanding anything to the contrary contained in this Section, the Association shall not levy or collect a Reinvestment Fee for any of the Transfers described below:

i) Any Transfer to (a) the United States or any agency or instrumentality thereof, or (b) the State of Utah or any county, city, municipality, district or other political subdivision of the State of Utah.

ii) Any Transfer to the Association or its successors.

iii) Any Transfer, whether outright or in trust, that is for the benefit of the transferor or the transferor's relatives, but only if the consideration for the Transfer is no greater than ten percent (10%) of the value of the Unit transferred.

iv) Any Transfer or change of interest by reason of death, whether provided for in a will, trust, or decree of distribution, except for a sale of the Unit by the estate of an Owner.

v) Any Transfer made solely for the purpose of confirming, correcting, modifying, or supplementing a Transfer previously recorded, removing clouds on titles.

vi) Any lease of any Unit or portion thereof for a period of fewer than thirty (30) years.

vii) Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation.

viii) Any Transfer in connection with (a) the foreclosure of a deed of trust or mortgage, or (b) a deed given in lieu of foreclosure.

ix) Any Transfer from Declarant or Declarant's affiliates to a Successor Declarant or affiliated entity.

The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an Individual Assessment for collection purposes.

## 2. NON-IMPAIRMENT.

2.1 Except as expressly provided herein, nothing in this Amendment shall alter or affect any provision, condition, or covenant contained in the Declaration or affect or impair any rights, powers, or remedies of the Association thereunder, it being the intent of the Declarant that, except as amended hereby, all of the terms, covenants and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

**DECLARANT**


By \_\_\_\_\_  
Its Authorized Representative

Name: *Gordon Jones*

Title: *Manager*

STATE OF UTAH     )  
  :SS  
County of Salt Lake    )

The execution of the foregoing instrument was acknowledged before me this 9 day of August, 2016 by Karen Jones an Authorized Representative of Declarant to sign this document, and who is personally known to me or who has provided an acceptable and adequate identification.

  
\_\_\_\_\_  
Notary Public



## **EXHIBIT A**

### **LEGAL DESCRIPTION**

That certain real property, located in Salt Lake County, State of Utah and more particularly described as follows:

#### Phase 1

Lots 1-17, M3 At Rosecrest Phase 1, recorded in the Salt Lake County Recorder's Office on August 19, 2014 as Entry No. 11899427, Book 2014P, Page 212.

#### Phase 2

Lots 18-47, Mountain Heights At Rosecrest Phase 2, recorded in the Salt Lake County Recorder's Office on November 12, 2014 as Entry No. 11944474, Book 2014P, Page 282.

#### Phase 3

Lots 48-70, Mountain Heights At Rosecrest Phase 3, recorded in the Salt Lake County Recorder's Office on April 17, 2015 as Entry No. 12032264, Book 2015P, Page 96.

#### Phase 4

Lots 71-99, Mountain Heights At Rosecrest Phase 4, recorded in the Salt Lake County Recorder's Office on September 11, 2015, as Entry No. 12130243, Book 2015P, Page 213.

#### Phase 5

Lots 100-121, Mountain Heights At Rosecrest Phase 5, recorded in the Salt Lake County Recorder's Office on September 11, 2015 as Entry No. 12130244, Book 2015P, Page 214.

#### Phase 6

Lots 122-145, Mountain Heights At Rosecrest Phase 6, recorded in the Salt Lake County Recorder's Office on December 11, 2015 as Entry No. 12186671, Book 2015P, Page 285.

## M3 at ROSECREST PHASE 1

32-12-277-008	Lot 1
32-12-277-009	2
32-12-277-010	3
32-12-277-011	4
32-12-277-012	5
32-12-277-013	6
32-12-277-014	7
32-12-277-015	8
32-12-277-016	9
32-12-277-017	10
32-12-277-018	11
32-12-277-019	12
32-12-277-020	13
32-12-277-022	14
32-12-277-023	15
32-12-277-024	17
32-12-277-025	

## MOUNTAIN HEIGHTS at ROSECREST PHASE 2

32-12-277-041	Lot 18
32-12-277-040	19
32-12-277-039	20
32-12-277-038	21
32-12-277-037	22
32-12-277-036	23
32-12-277-035	24
32-12-277-034	25
32-12-277-033	26
32-12-277-032	27
32-12-277-031	28
32-12-277-030	29
32-12-277-029	30
32-12-277-028	31
32-12-277-027	32
32-12-280-004	33
32-12-280-003	34
32-12-280-002	35
32-12-281-004	36
32-12-281-005	37
32-12-281-006	38
32-12-281-007	39
32-12-281-008	40
32-12-281-009	41
32-12-281-010	42
32-12-281-011	43
32-12-281-012	44
32-12-281-013	45
32-12-281-014	46
32-12-282-001	47

## MOUNTAIN HEIGHTS at ROSECREST PHASE 3

32-12-282-004	Lot 48
32-12-283-001	49
32-12-283-002	50
32-12-283-003	51
32-12-284-001	52
32-12-284-004	53
32-12-284-003	54
32-12-284-002	55
32-12-285-001	56
32-12-285-002	57
32-12-285-003	58
32-12-285-004	59
32-12-285-005	60
32-12-285-006	61
32-12-285-007	62
32-12-277-050	63
32-12-277-049	64
32-12-277-048	65
32-12-277-047	66
32-12-277-046	67
32-12-277-045	68
32-12-277-044	69
32-12-277-043	70



## MOUNTAIN HEIGHTS at ROSECREST PHASE 4

32-12-280-012	Lot 71
32-12-280-011	72
32-12-280-005	73
32-12-280-006	74
32-12-280-007	75
32-12-280-008	76
32-12-280-009	77
32-12-280-010	78
32-12-282-005	79
32-12-282-006	80
32-12-282-007	81
32-12-282-008	82
32-12-282-009	83
32-12-282-010	84
32-12-282-011	85
32-12-282-012	86
32-12-282-013	87
32-12-282-014	88
32-12-281-029	89
32-12-281-028	90
32-12-281-027	91
32-12-281-026	92
32-12-281-025	93
32-12-281-024	94
32-12-281-023	95
32-12-281-022	96
32-12-281-021	97
32-12-281-020	98
32-12-281-019	99

## MOUNTAIN HEIGHTS at ROSECREST PHASE 5

32-12-282-024	Lot 100
32-12-282-023	101
32-12-282-022	102
32-12-282-021	103
32-12-282-020	104
32-12-282-019	105
32-12-282-018	106
32-12-282-017	107
32-12-282-016	108
32-12-280-014	109
32-12-280-015	110
32-12-280-016	111
32-12-280-017	112
32-12-280-018	113
32-12-280-019	114
32-12-280-020	115
32-12-280-021	116
32-12-280-022	117
32-12-280-023	118
32-12-280-024	119
32-12-280-025	120
32-12-280-026	121

## MOUNTAIN HEIGHTS at ROSECREST PHASE 6

32-12-280-037	Lot 122
32-12-280-036	123
32-12-280-035	124
32-12-280-034	125
32-12-280-033	126
32-12-280-032	127
32-12-280-031	128
32-12-280-030	129
32-12-280-029	130
32-12-280-028	131
32-12-280-027	132
32-12-284-005	133
32-12-284-006	134
32-12-284-007	135
32-12-284-008	136
32-12-284-009	137
32-12-284-010	138
32-12-284-011	139
32-12-284-012	140
32-12-284-013	141
32-12-284-014	142
32-12-284-015	143
32-12-284-016	144
32-12-284-017	145