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**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MOUNTAIN VIEW MEADOWS, PRD**

Pursuant to Article X, Section 4, of the Declaration of Covenants, Conditions and Restrictions for Mountain View Meadows, PRD ("Declaration"), the Board of Directors duly appointed pursuant to the Declaration, having obtained the necessary approval from the Owners, hereby amends the Declaration recorded with the Utah County Recorder on June 11, 1998 as Entry No. 58741 in Book 4667 at pages 664-679 as follows:

The following definitions shall be added to the end of Article I as follows:

Section 10. "Board of Directors" or "Board" means the entity with primary authority to manage the affairs of the Association.

Section 11. "Governing Documents" means any written instrument by which the Association (i) exercises powers; or (ii) manages, maintains, or otherwise affects the property under the jurisdiction of the Association. "Governing Documents" includes (i) articles of incorporation; (ii) Bylaws; (iii) a plat; (iv) this Declaration; (v) management agreement(s) and (v) any other rules of the Association.

Section 12. "Reserve fund line item" means the line item in the Association's annual budget that identifies the amount to be placed into a reserve fund.

Section 13. "Covered Loss" means a loss, resulting from a single event or occurrence that is covered by the Association's property insurance policy.

Section 14. "Lot damage percentage" means the percentage of total damage resulting in a Covered Loss that is attributable to lot damage.

The words "these Restrictions" contained in Article II, Section 5, shall be deleted and replaced with "this Declaration".

Article IV, Section 4, shall be deleted in its entirety and replaced with the following language:

Section 4. Basis of Assessments. All assessments shall be uniform in application. The total annual, quarterly, monthly, or other periodic assessment(s) against the Lots shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and/or the Properties. The amount of the annual, quarterly, monthly, or other periodic assessment(s) shall be previously approved by two-thirds (2/3) or more of the Lot

Owners who are current on their assessments and in attendance at a meeting for that purpose. Lot Owners who are current on their assessments may also mail in their vote if they are unable to attend said meeting.

Article IV, Section 9, shall be deleted in its entirety and replaced with the following language:

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. The association may (without waiving its lien under Utah Code Ann. § 57-8a-301) bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Any assessment not paid on or before the due date shall be automatically assessed \$25.00 as a late charge. In the event any balance is not paid as agreed, the Owner agrees to pay a collection fee not to exceed 40% of the unpaid balance. In the event a lawsuit is brought against the owner to collect the unpaid balance, the Owner further agrees to pay court costs and reasonable attorney's fees in addition to the collection fee. The Owner further authorizes the Association or agent to call the Owner at any number they provide or at any number at which the Association or agent reasonably believes that they can contact the Owner, including calls to mobile, cellular, or similar devices for any lawful purpose. The Owner also agrees to any fees or charges that may be incurred for incoming calls, and/or outgoing calls to the Association or its agent, without reimbursement.

The Association will send a letter of non-payment after nine (9) months informing the Owner of non-payment and explain the process of collecting the assessment. After eleven (11) months of non-payment the Association will send a final notice to the Owner informing them of non-payment. If the Owner does not make full payment within thirty (30) days of the final notice, the Association may pursue all remedies available to it at law and equity. If the Owner contacts the Association and sets up an addendum agreement to pay their debt and become current in their assessments, the Owner must abide by the addendum agreement in full or the Association may pursue any available remedy at law and equity without notice.

(a): The following language shall be added to the end of Article V, Section 1, Subparagraph

Planters, flower boxes, and curbing are all allowed within the restricted area. Shrubs along the property line shall be approved by the Board on a per-home basis.

The following language shall be added to the end of Article VI, Section 2:

The Association shall set aside an amount equal to the amount of the Association's property insurance policy deductible or, if the policy deductible exceeds \$10,000.00, an amount not less than \$10,000.00.

A Lot Owner who owns a Lot that has suffered lot damage as part of a Covered Loss is responsible for an amount calculated by applying the lot damage percentage for that Lot to the amount of the deductible under the Association's property insurance policy (the "Owner's Responsibility"). If a Lot Owner does not pay the Owner's Responsibility within thirty (30) days after substantial completion of the repairs to, as applicable, the Lot, a dwelling on the Lot, or the Common Area appurtenant to the Lot, the Association may levy an assessment against said Lot Owner for that amount. The Association shall provide notice in accordance with Utah Code Ann. § 57-8a-214 to each Lot Owner of the Owner's Responsibility under this Paragraph, as well as notice of the amount of the Association's policy deductible and of any change in the amount of the deductible.

If at any time the Association becomes aware that property or liability insurance under this part is not reasonably available, the Association shall, within seven (7) calendar days after becoming aware, give all Lot Owners notice, as provided in Utah Code Ann. § 57-8a-214, that the insurance is not reasonably available.

The following language shall be added to the end of Article VII, Section 5:

Approved fencing materials are limited to vinyl, cedar, and chain link. Front yard fencing shall be approved on a per-home basis.

The following Section shall be added to the end of Article VII:

Section 9. Fines. In accordance with the provisions of Utah Code Ann. § 57-8a-208, the Board may assess a fine, to include collection and enforcement costs as well as a reasonable attorney's fee, against an Owner for a violation of any of the foregoing use restrictions and, more generally, a violation of any of the Association's Governing Documents.

The second sentence of Article X, Section 4, shall be deleted and replaced with the following language:

Notwithstanding anything to the contrary herein, this Declaration may be amended by an instrument signed by two-thirds (2/3) or more of the Lot Owners who are current on their assessments and in attendance at a meeting for that purpose. Any amendment must be recorded.

The second sentence of the second paragraph of Article X, Section 4, shall be deleted and replaced with the following language:

The approval of fifty-one percent (51%) or more of the Lot Owners who are current on their assessments and in attendance at a meeting for that purpose shall be required to add or amend any material provisions of the Restrictions, which establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair, and replacement of a Common Area;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the Common Area;
- (f) Responsibility for maintenance and repair of the several portions of the Property;
- (g) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
- (h) Boundaries of any Lots;
- (i) The interests in the Common Area;
- (j) Convertibility of Lots into Common Area or of Common Area into Lots;
- (k) Leasing of Lots
- (l) Imposition of any right of first refusal or similar restriction on the right of any Owner to sell, transfer, or otherwise convey his or her Lots;
- (m) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders, or eligible insureds or guarantors of first mortgages on Lots.

The following language shall be added to the end of the Declaration, as Article XI:

ARTICLE XI
BUDGET – RESERVE FUND – RESERVE ANALYSIS

Section 1. Budget. At least annually, the Board shall prepare and adopt a budget for the Association. The Board shall present for approval the adopted budget to Association members at a meeting of the members (the "Annual Meeting"). A budget is disapproved if within forty five (45) days after the date of the Annual Meeting:

- (a) there is a vote of disapproval by at least 51% of all the allocated voting interests of members in the Association; and
- (b) the vote is taken at a special meeting called for that purpose by members.

If a budget is disapproved as set forth above, the budget that the Board last adopted that was not disapproved by members continues as the budget until and unless the Board presents another budget to members and that budget is not disapproved.

Section 2. Reserve Fund. In formulating its budget each year, and based on a reserve analysis previously conducted (*see* Section 2, *infra*), the Association shall include a reserve fund line item to cover the cost of repairing, replacing, or restoring common areas and facilities that have a useful life of three (3) years or more and a remaining useful life of less than thirty (30) years (if the cost cannot reasonably be funded from the general budget or other funds of the Association) in an amount the Board determines, at its sole discretion, to be prudent.

Section 3. Reserve Analysis. The Board shall (a) cause a reserve analysis to be conducted every six (6) years and (b) review and, if necessary, update a previously conducted reserve analysis every three (3) years. The Board may conduct a reserve analysis itself or it may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis. A reserve fund analysis shall include:

- (a) a list of the components identified in the reserve analysis that will reasonably require reserve funds;
- (b) a statement of the probable remaining useful life, as of the date of the reserve analysis, of each component identified in the reserve analysis;
- (c) an estimate of the cost to repair, replace, or restore each component identified in the reserve analysis;
- (d) an estimate of the total annual contribution to a reserve fund necessary to meet the cost to repair, replace, or restore each component identified in the reserve analysis during the component's useful life and at the end of the component's useful life; and

- (e) a reserve funding plan that recommends how the Association may fund the annual contribution described above in Subsection (d).

The Association shall:

- (a) annually provide Lot Owners a summary of the most recent reserve analysis or update; and
- (b) provide a copy of the complete reserve analysis or update to a Lot Owner who requests a copy.

Section 4. Veto of Reserve Fund Line Item. Within forty-five (45) days after the day on which an Association adopts its annual budget, Lot Owners may veto the reserve fund line item by a 51% vote of the allocated voting interests in the Association at a special meeting called by the Lot Owners for the purpose of voting whether to veto a reserve fund line item. If the Lot Owners veto a reserve fund line item, and a reserve fund line item exists in a previously approved annual budget of the Association that was not vetoed, the Association shall fund the reserve account in accordance with that prior reserve fund line item.

Section 5. Use of Reserve Funds. The Board shall maintain a reserve fund separate from other Association funds and may not use money in a reserve fund (i) for daily maintenance expenses, unless a majority of Association members vote to approve the use of reserve fund money for that purpose; or (ii) for any purpose other than the purpose for which the reserve fund was established.

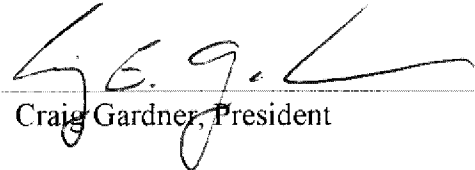
All non-capitalized references to the “association,” the “owners” or any other defined term in Article I of this Declaration shall be capitalized, where appropriate, in order to reflect the particularized meanings ascribed to them in Article I of the Declaration.

[Remainder of page intentionally left blank. Signature and certification page to follow.]

The undersigned hereby certifies, on behalf of the Board of Directors, that a vote concerning this amendment was conducted and approval from at least 66.67% of the Owners was obtained.

DATED this 10 day of September, 2018.

**MOUNTAIN VIEW MEADOWS
HOMEOWNER'S ASSOCIATION**

By: 
Craig Gardner, President

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the day of September, 10th 2018, before me, a notary public, personally appeared Craig Gardner, President of the Mountain View Meadows Homeowner's Association, a Utah nonprofit corporation, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, acknowledged that he executed the same. Witness my hand and official seal.


Notary Public



Exhibit "A"

Lots 1-65 of Mountain View Meadows, PRD according to the plat of record in the office of the County Recorder, Utah County, Utah, recorded as Entry No. 93130 in Book 46, Page 504, on September 14, 1998.