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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
HIGHLAND HEIGHTS OWNERS ASSOC
KIMBERLY BELLE BROWN
1970 MEADOW DOWNS WAY
SALT LAKE UT 84121
BY: CDC, DEPUTY - WI 3 P.

When Recorded, Return to:
Kimberly Belle Brown
Highland Heights Owners Association
1970 Meadow Downs Way
Salt Lake City, Utah 84121

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HIGHLAND HEIGHTS
A PLANNED UNIT DEVELOPMENT**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Highland Heights Owners Association is made on this 21st day of September, 2011, by Highland Heights Owners Association (formerly Highland Heights PUD, L.L.C.) a Utah Non-Profit Corporation, hereinafter designated "Declarant".

RECITALS

- A. On September 20, 2001, the Original Declarant recorded the Declaration with the Recorder of Salt Lake County, Utah as Entry Number 8007865, in Book 8502, at Page 1269, covering real property located in Salt Lake County, Utah referred to in the Declaration as the Property and more particularly described as "Highland Heights PUD Subdivision".
- B. Pursuant to Section 11.06 of the Declaration, the Declarant desires to amend Section 5.15 of the Declaration, redefining street parking to be consistent with the current approved practice.
- C. Pursuant to Section 11.06 of the Declaration, the Declarant desires to amend Section 6.03 of the Declaration to include email as a valid form of communication within the HOA both for correspondence and voting purpose. Which resolution was passed at the Annual Meeting of the Association Members held September 7, 2011.
- D. Pursuant to Section 11.06 of the Declaration, the Declarant desires to amend Section 11.04 of the Declaration to include email as a valid form of communication within the HOA. Which resolution was passed at the Annual Meeting of the Association Members held September 7, 2011.

NOW, THEREFORE, the declarant hereby amends the Declarations follows:

1. **Amendment to Parking.** Section 5.15 of the Declaration is hereby deleted in its entirety and replaced with the following:

5.15. **Parking.** No long-term parking (over 48 hours) of any vehicle shall be permitted on the Common area. Each owner is permitted to have no more than one car parked on the south side of Meadow Downs Way, directly in front of their residence.

2. **Amendment to Voting Rights.** Section 6.03 of the Declaration is hereby amend, deleting Section "Class A" ONLY and replaced with the following:

6.03. **Voting rights.**

Class A. Class A members shall be all Owners, and shall be entitled to one vote for each Lot owned. Voting shall be conducted in person and/or in writing, via letter or email for, but not limited to, Annual Meetings, Special Meetings.

3. **Amendment to Notices and Registration of Mailing Address.** Section 11.04 of the Declaration is hereby deleted in its entirety and replaced with the following:

11.04. **Notices and Registration of Mailing Address.** Each Owner shall register from time to time with the Association his current mailing address along with an email address. All notices, demands, and other communications to any Owner as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally served, emailed or if sent by first class U.S. certified Mail, postage prepaid, addressed to the owner at his registered mailing addresses or, if no addresses have been registered, to the Lot address of such Owner. All notices, demands, and other communications to the Associations as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally served, emailed or if sent by first class U.S. Certified Mail, postage prepaid, addressed to the Association, c/o its registered agent. Any notice, demand or communication referred to in this Declaration shall be deemed to have been given and received when personally served or when deposited in the U.S. Certified mail, postage prepaid and in the form provided in this Section, as the case may be.

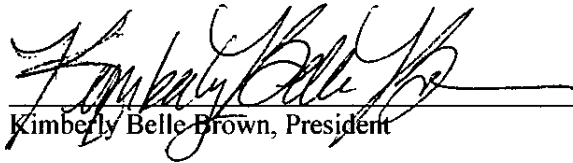
4. **Binding Effect.** This First Amendment shall be binding upon all parties having any right, title or interest in the real property covered by the Plat, as amended, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

5. **Effective Date.** This First Amendment shall be effective as of the date of its recordation in the real property records of Salt Lake County, Utah by the Recorder of Salt Lake County, Utah.

6. **Declaration Remains in Effect.** This First Amendment shall be considered supplemental to the Declaration. Except as expressly amended by this First Amendment, the Declaration shall remain in full force and effect and shall not be cancelled, suspended or otherwise abrogated.

IN WITNESS THEREOF, Highland Heights Owners Association, a Utah non-profit corporation has executed this Amendment to the Declaration the day and year above written.

HIGHLAND HEIGHTS OWNERS ASSOCIATION, a
Utah Non-Profit Corporation



Kimberly Belle Brown, President

STATE OF UTAH)
 SUMMIT : ss.
COUNTY OF ~~SALT LAKE~~)

The foregoing instrument was subscribed and sworn to before me this 23 day of September, 2011, by Kimberly Belle Brown, the President of Highland Heights Owners Association, a Utah non-profit corporation.



NOTARY PUBLIC
Residing at: Summit County

My Commission Expires: 1/14/15

