11468349 9/10/2012 3:18:00 PM \$44.00 Book - 10054 Pg - 8230-8232 Gary W. Ott Recorder, Salt Lake County, UT RICHARDS LAW OFFICE BY: eCASH, DEPUTY - EF 3 P.

After Recording Return To: Richards Kimble & Winn, PC 2040 B Murray-Holladay Rd, Suite 106 Salt Lake City, UT 84117

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR REDFEATHER ESTATES PUD

This Amendment to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("Declaration") is made on the date evidenced below by the Redfeather Estates Homeowners Association ("Association").

RECITALS

- A. Certain real property in Salt Lake County, Utah, known as Redfeather Estates Planned Unit Development was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration recorded on September 7, 2001, as Entry No. 7997509 in the Recorder's Office for Salt Lake County, Utah;
- B. This Amendment shall be binding against the property described in the Declaration and any annexation, amendment or supplement thereto;
- C. The Board of Trustees hereby certifies that the requirements of the Declaration for amendment have been satisfied and votes representing at least two-thirds (2/3) of all Membership votes affirmatively approved this Amendment.
- NOW, THEREFORE, the Association, by and through its Board of Trustees, hereby amends Article V, Section 5.10 of the Declaration to read as follows (strikethrough text indicates deleted language and underlined text indicates new language).
- 5.10. Lien. Effect of Nonpayment. Remedies. The monthly and special assessments, and all other charges to an Owner provided in this Declaration (including interest and costs of collection), shall be a charge on the Owner's Lot and shall be a continuing lien upon the Lot against which each such assessment or charge is made, regardless of whether a notice of lien is recorded with the County Recorder. The person who is the Owner of the Lot at the time the assessment falls due shall be and remain personally liable for payment. Such personal liability shall not pass personally to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount shall be subject to a late fee in the amount of \$25 or in the amount determined by the

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Board from time to time and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien described in Article 5.1 above against the Lot. A suit to recover a money judgment against the Owner may be maintained without foreclosing or waiving the lien provided herein. Upon delinquency, the Association may but is not required to record a notice of lien against the Lot. The Association may avail itself of any nonjudicial remedy then available under Utah law to foreclose or otherwise realize upon the lien, including the exercise of a private power of sale in accordance with the law governing the sale or foreclosure of deeds of trust. The Association shall be entitled to recover from the Owner, and the lien shall secure, the Association's reasonable attorney's fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.

IN WITNESS WHEREOF, ASSOCIATION has executed this Amendment to the Declaration as of the Styling of _______, 2012, in accordance with Article XI, Section 11.3 of the Declaration.

REDFEATHER ESTATES HOMEOWNERS ASSOCIATION

Its: CHAIRMAN OF

STATE OF UTAH

County of Oalt Lake :ss

On the day of May 2012, personally appeared before me

who, being first duly sworn, did that say that they are an officer of the Association and that said instrument was signed and sealed in behalf of said Association by authority of its Board of Directors; and acknowledged said instrument to be their voluntary act and deed.

Notary Public for Utah

NOTARY PUBLIC
WHITNEY COMSTOCK
603595
COMMISSION EXPIRES
DECEMBER 1, 2014
STATE OF UTAH

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EXHIBIT A

Legal Description

All Lots (31 total), REDFEATHER ESTATES PUD according to the official plat thereof on record with the Salt Lake County Recorder.

| Lot | Parcel Number |
|------|--------------------|
| Α | 28-21-177-063-0000 |
| В | 28-21-177-077-0000 |
| C | 28-21-177-084-0000 |
| D | 28-21-177-091-0000 |
| ST | 99-99-999-9999 |
| 101 | 28-21-177-085-0000 |
| 102 | 28-21-177-070-0000 |
| 103 | 28-21-177-069-0000 |
| 104 | 28-21-177-076-0000 |
| 105 | 28-21-177-075-0000 |
| 106 | 28-21-177-068-0000 |
| 107 | 28-21-177-067-0000 |
| 108 | 28-21-177-074-0000 |
| 109 | 28-21-177-073-0000 |
| 110 | 28-21-177-066-0000 |
| 111 | 28-21-177-065-0000 |
| 112 | 28-21-177-072-0000 |
| 113 | 28-21-177-071-0000 |
| 114 | 28-21-177-064-0000 |
| 115 | 28-21-177-078-0000 |
| 116 | 28-21-177-086-0000 |
| 117 | 28-21-177-087-0000 |
| 118 | 28-21-177-079-0000 |
| 119 | 28-21-177-080-0000 |
| 120 | 28-21-177-088-0000 |
| 121 | 28-21-177-089-0000 |
| 122 | 28-21-177-081-0000 |
| 123 | 28-21-177-082-0000 |
| 124 | 28-21-177-090-0000 |
| 125 | 28-21-177-083-0000 |
| AREA | 28-21-177-092-0000 |