

When recorded return to:
Oquirrh Hills Property, LLC
P.O. Box 6090
Ketchum, ID 83340

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12/24/2014 8:40:00 AM \$24.00
Book - 10284 Pg - 5324-5328
Gary W. Ott
Recorder, Salt Lake County, UT
NATIONAL TITLE AGCY OF UT INC
BY: eCASH, DEPUTY - EF 5 P.

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
OQUIRRH HILLS PROPERTY OWNERS ASSOCIATION**

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OQUIRRH HILLS PROPERTY OWNERS ASSOCIATION (“First Amendment”) is made this 15 day of DECEMBER, 2014, by Oquirrh Hills Property, LLC (“Declarant”).

RECITALS

A. Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Oquirrh Hills Property Owners Association (the “Declaration”) on February 27, 2013, as Entry 11585675, in the office of the Salt Lake County Recorder.

B. A multi-family residential apartment development project (the “Project”) is planned for that certain portion of the Real Property legally described as Lot 1 of the Flangas Crossing Subdivision, according to the official plat thereof, filed in the office of the Salt Lake County Recorder (“Lot 1”). The Project is anticipated to include approximately 288 apartment units.

C. Oquirrh Hills Apartments, LLC, the owner of Lot 1 and developer of the Project, desires certain amendments to the Declaration in connection with development of the Project.

D. Declarant now wishes to amend the Declaration in the manner set forth in this First Amendment.

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

1. Administrative Control. The term “Administrative Control” shall mean the time during which the Declarant shall have six (6) votes in the Association, as more specifically defined in Section 5.3(a).

2. Voting. Section 5.3 of the Declaration, entitled Voting, is hereby amended to read as follows:

5.3(a) Administrative Control by Declarant. Until such time as Declarant no longer owns any of Lots 2 – 7 or fifteen (15) years from the date of recording the Declaration,

whichever event occurs first, Declarant shall hold the six (6) voting rights attached to Lots 2 – 7. There shall be one (1) vote attached to each of Lots 2 – 7. During such time of Administrative Control, the other Owners of any of Lots 2 – 7 shall hold nonvoting membership interests in the Association.

5.3(b) Lot 1 Owner Voting. At such time when Lot 1 is not owned by Declarant, the Owner of Lot 1 shall have six (6) votes, all of which are attached to Lot 1.

5.3(c) Lots 2 – 7 Owner Voting. After the period of Administrative Control expires, as provided above in Section 5.3(a), each Owner of Lots 2 – 7 shall have one (1) vote for each of said Lots owned.

5.3(d) Majority Vote. On any matter to be voted upon by Owners, a majority of votes shall be required for approval, unless a different percentage for approval is expressly provided for elsewhere in the Declaration.

5.3(e) Joint Owner Voting Disputes. The vote for each such Lot shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they are acting with the authority and consent of all other Owners of the same Lot.

5.3(f) Change in Lot Numbers or Configuration; Change in Votes Attached to Lots. It is the intent of Declarant to maintain voting parity between the Owner of Lot 1 and the Owners of the remaining Lots 2 – 7. It is acknowledged that Lots 2 - 7 were created at the time the Subdivision was originally platted without any specific business plan in place for the development of said Lots. Declarant reserves the right to change the boundaries or configuration of any of Lots 2 – 7 during the time Declarant may own any of said Lots, without the consent of any of the adjacent Lot Owners, provided such change shall not change the boundaries or configuration of Lot 1 or any other Lot sold to another Owner prior to Declarant's change or reconfiguration. In the event that as a result of a change of boundaries or reconfiguration, there is an increase or decrease in the number of Lots, then the total number of votes attached to those reconfigured Lots shall automatically adjust upward or downward accordingly; and, concurrently, the number of votes attached to Lot 1 shall automatically adjust upward or downward so that the number of votes attached to Lot 1 are equal to the number of votes attached to the remaining Lots in the Association.

3. Section 5.5(a)(iv). The last sentence of Section 5.5(a)(iv) of the Declaration is hereby amended to read as follows:

“Association Rules shall be adopted in accordance with procedures established by the Board.”

4. Section 9.1. Section 9.1 of the Declaration is hereby deleted in its entirety.

5. Section 11.4. Section 11.4(a) is hereby deleted in its entirety (and is intentionally left blank) and Section 11.4(b) of the Declaration is hereby amended to read as follows:

“(b) By Owner. This Declaration may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of Owners holding sixty-seven percent (67%) or more of the total votes.

6. Restriction on Parking Easements. Use of the parking areas within Lot 1 shall be the exclusive right of the Owner of Lot 1, and its tenants, customers, clients, visitors, guests, licensees, invitees, agents and employees and/or others as may be expressly permitted by the Owner of Lot 1. No Owner of any other Lot, nor any of their tenants, customers, clients, visitors, guests, licensees, invitees, agents and/or employees, shall have any easement, license or other right to park vehicles within any portion of Lot 1. In no event shall Declarant have any right to grant any easement, for any reason or purpose whatsoever, over all or any portion of Lot 1. Nothing herein shall affect the cross parking easements granted under Section 10.2 with respect to Lots 2 – 7 and use of the parking areas within Lots 2 - 7 shall be the exclusive rights of the Owners of Lots 2 - 7, and their tenants, customers, clients, visitors, guests, licensees, invitees, agents and employees and/or others as may be expressly permitted by the Owners of Lots 2 - 7. The Owner of Lot 1, and any of its tenants, customers, clients, visitors, guests, licensees, invitees, agents and/or employees, shall not have any easement, license or other right to park vehicles within any portion of Lots 2 - 7.

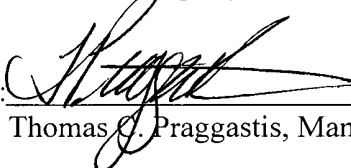
7. Control. In the event of any inconsistency between the terms of this First Amendment and the terms of the Declaration, the terms of this First Amendment shall govern and control.

8. Terms/Recitals. Any capitalized term used in this First Amendment, unless otherwise defined herein, shall have the same meaning as is given to it in the Declaration. The Recitals set forth above are hereby incorporated into this First Amendment.

9. Continuation. Except as provided herein, no other amendments or adjustments to the Declaration are affected under this First Amendment, and the Declaration and all of its terms and conditions shall continue in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this First Amendment effective as of the date set forth above.

Oquirrh Hills Property, LLC

By: 
Thomas G. Praggastis, Manager

STATE OF IDAHO)

: SS

County of BLAINE)

On this 15th day of December, 2014, personally appeared before me Thomas C. Praggastis, the Manager of Oquirrh Hills Property, LLC, a Nevada limited liability company, who duly acknowledged to me that he executed the foregoing agreement.

6.15.2017
My Commission Expires:

Christine A. Rolf
NOTARY PUBLIC
Residing at: Hailey, Idaho

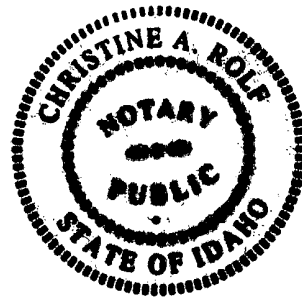


EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6 AND 7 OF FLANGAS CROSSING P.U.D. SUBDIVISION
RECORDED IN BOOK 2013P, AND PAGE 0120 OF SALT LAKE COUNTY
RECORDS.