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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BEN HAMILTON
2082 HARVARD OAKS CIR
SLC UT 84108
BY: SRP, DEPUTY - WI 3 P.

AMENDMENTS TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF HARVARD PARK HOMEOWNERS ASSOCIATION

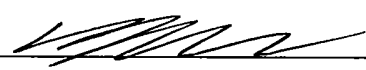
DATED 29 SEPTEMBER 1987
Document # 4531396

1. Amendments *Book # 5967 page 612*
Replace the following Pages of the existing Declaration of Covenants, Conditions and Restrictions of Harvard Park, dated 29 September 1987:

Pages
26
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2. Effective Date
These Amendments to the Declaration of Covenants, Conditions and Restrictions shall take effect upon being filed and recorded in the Office of the County Recorder of Salt Lake County, Utah

Benjamin Hamilton (Vice President) does hereby certify that these Amendments have been duly adopted by the affirmative vote of a majority of the homeowners of Harvard Park Homeowners' Association.



Benjamin Hamilton (Vice President)

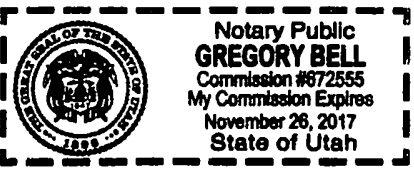
6/28/16


Date

State of Utah)
 :
County of Salt Lake)

On this 28th day of June, 2016, before me, Gregory Bell, a notary public, personally appeared, Benjamin Hamilton, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.





b. damage to the Common Areas from any one occurrence exceeds \$10,000.00; or

c. there is any condemnation or taking by eminent domain of the Lot subject to Mortgage or of the Common Areas; or

d. any of the following matters come up for consideration or effectuation by the Association:

i. abandonment or termination of the Development established by this Declaration; or

ii. material amendment of the Declaration or the Articles or Bylaws of the Association.

4. Notice of Meetings. The Board shall give notice to the Members of all meetings of the Association. Members shall have the right to designate in writing a representative to attend all such meetings. Notice of meetings shall be delivered to the Member by hand or to the email address that the lot owner provides to the board or the association, state the time and date of the meeting, and state the location of the meeting.

5. Right to Examine Association Records. Any first Mortgagee shall have the same right to inspect the books and records of the Association; provided, that the foregoing shall not be deemed to impose upon the Association any obligation to cause special books, records, or financial statements to be prepared or to have its financial statements audited. Any first Mortgagee shall have the right to receive, upon written request, copies of such financial statements as may exist from time to time.

6. Right to Pay Taxes and Charges. First Mortgagees may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Areas and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas; and first Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Declarant, for the Association as owner of the Common Areas, hereby covenants and the Association by acceptance of the conveyance of the Common Areas, whether or not it shall be so expressed in such conveyance, is deemed to covenant and agree to make such reimbursement. Upon such conveyance the Declarant shall have no obligation to make any reimbursement to Mortgagees.

XIII. MISCELLANEOUS

1. Notices. With the exception of "Notice of Meetings" found in Article XII(4), any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered or if mailed, registered or certified mail, postage prepaid, return receipt requested, to the person named as the Owner, at

the latest address for such person or as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Architectural Control Committee (exclusive of submissions provided in Section IX which submissions may be delivered to a Member of the Committee) may be given by delivering, emailing or mailing the same to the Managing Agent or any member of the Architectural Control Committee, or the Board, as the case may be.

2. Amendment. Except as provided below or in Article XII, this Declaration may be amended by:

a. the affirmative vote of a majority of the Owners; and

b. the written consent of Declarant, if such amendment is adopted at any time when Declarant holds Class B membership in the Association; and

c. the filing of an instrument for record in the office of the County recorder of Salt Lake County, Utah, executed by any two officers of the Association and certifying that such amendment has been duly adopted by the affirmative vote of a majority of the Owners and, if required, has the written consent of Declarant.

3. Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage or number of the Owners, whether present or represented by proxy at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners entitled to cast at least the stated percentage or number of all membership votes outstanding in connection with the class of membership concerned. The following additional provisions shall govern any application of this Section 3:

a. All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by the Owner.

b. The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed.

c. Except as provided in the following sentence, any change in ownership of a Lot which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would increase the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.