

After record copy, return to.
Robert Elkington
9373 S. Granite Vista Dr.
Sandy UT 84092

**THIRD AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS OF GRANITE OAKS SUBDIVISION**

This Third Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Granite Oaks Subdivision (“Declaration”) is executed on the date set forth below by the Granite Homeowners’ Association (“Association”).

RECITALS

- A. Real property in Salt Lake County, Utah, known as the Granite Oaks Subdivision, was subjected to covenants, conditions, and restrictions pursuant to the Declaration recorded March 27, 2008, in the Salt Lake County Recorder’s Office as Entry No. 10384440 (the “Declaration”);
- B. The Declaration was amended by that certain Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Granite Oaks Subdivision recorded in the Salt Lake County Recorder’s Office on November 15, 2013, as Entry No. 11760446 (the “First Amendment”).
- C. On February 18, 2021, a second amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Granite Oaks Subdivision recorded in the Salt Lake County Recorder’s Office as Entry No. 13570754 (the “Second Amendment”).
- D. Unless otherwise specified, this amendment incorporates all defined terms in the Declaration, the First Amendment, and the Second Amendment.
- E. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto.
- F. This amendment is intended to revise the rights and obligations of Lot 39 and to make such other minor corrections to the Declaration as are necessary.
- G. The President and Secretary certify that the Declaration amendments were approved by the affirmative vote of at least 2/3 of all members of the Association present in person or represented by proxy at a meeting duly called for the purpose of amending the Declaration; and that all other requirements of Declaration Article XII, Section 12.2 (as amended) related to amending the Declaration have been satisfied.

14053845 B: 11391 P: 4953 Total Pages: 5
12/16/2022 02:17 PM By: saltvarado Fees: \$96.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: ROBERT ELKINGTON
9373 SOUTH GRANITE VISTA DRIVE COTTONWOOD HEIGHTS, UTAH 84092

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

Article I, Section 1.13 is be amended in its entirety to read as follows:

1.13. Plat shall mean and refer to any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots; (c) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the Subdivision created by the Plat shall comprise the Development; and (d) which is filed for record in the office of the County Recorder of Salt Lake County, Utah. A plat plan entitled Granite Oaks 3rd Amended was approved by the City of Cottonwood Heights and recorded by Granite Creek LLC, then owner of Lot 39, on July 29, 2021, as Document No. 13730187 in Book 2021P at Page 192, subdividing Lot 39 into lots 39, 391, 392, 393, 394, and 395 (such plat is referred to herein as “Granite Oaks 3rd Amended Plat”). The Granite Oaks 3rd Amended Plat constitutes a Plat under this Section.

Article III, Section 3.2 is amended in its entirety to read as follows:

3.2. Voting Rights. Declarant shall have the sole and exclusive right to cast all votes on behalf of the association until such time as the Declarant shall have (a) completed all of the improvements on the roads servicing the subdivision and sold all of the Lots within the subdivision, or (b) at the expiration of five (5) years after the date on which this Declaration is filed for record in the Office of the County Recorder of Salt Lake County, Utah, whichever occurs first. Subsequent to the time as the first of the foregoing conditions have been met each member of the Association shall then be entitled to one (1) vote for each Lot in which the interest required for membership in the Association is held; provided, however, that the owner of Lot 39 shall have the number of votes equal to the number of assessments to such lot, which after July 29, 2021 recording of the Granite Oaks 3rd Amended Plat is one (1). The voting rights in connections with any Lot, which is delinquent in the payment of dues or assessments, will be suspended until such time as the delinquency is cured.

Article V, Section 5.3, is amended in its entirety to read as follows:

5.3. Annual Assessment. The Board of Directors of the Association may from time to time and in its discretion set or adjust the amount of the annual assessments. Written notice of the annual assessment shall be given at least 30 days in advance of the beginning of the fiscal year for which the annual assessment will be due. Apart from the initial notice of annual assessment, the Association is not obligated to send periodic invoices for annual assessments. If the Board of Directors fails to adjust an annual assessment, the amount of the last annual assessment and payment schedule will continue in effect, whether or not notice has been sent.

Declaration Article V, Section 5.5 is amended to read as follows:

5.5 Rate of Assessment. Annual and special assessments shall be fixed at a uniform rate for all Lots. Assessments for Lot 39 shall be at a rate equal to the rate of other Lots, unless the Board of Directors determines that a higher rate will more equitably account for the use of the common areas and facilities by the owners of Lot 39, taking into account such factors, among others, as lot size, frontage on common roadways, number of residences and special uses of Lot 39. Such determinations shall be made by the Board of Directors in a fair and equitable manner. Written notice of any increased assessments shall be given to the owner of Lot 39 at least thirty (30) days prior to the effective date of such increase.

Declaration Article VII, Section 7.9 is amended to read as follows:

7.9 Subdividing. No Lot may be divided, subdivided, or separated into smaller parcels or Lots with the possible exception of Lot 39. Any such change of Lot 39 must be approved in advance by the Board of Directors and then by applicable governmental units or agencies (currently including the City of Cottonwood Heights). There is no assurance that such approvals will be granted.

The first sentence of Article VIII, Section 8.1(h) shall be deleted and replaced with the following:

(h) Fences and Walls. Fencing and walls shall be constructed of stucco, masonry, stone, concrete composite, wrought iron, or steel or aluminum tubing to resemble wrought iron in color and design consistent with the fences in the Development. The use of other materials shall require the prior approval of the Architectural Control Committee.

All other portions of Article VIII, Section 8.1h shall remain unaffected.

The first sentence of Article VIII, Section 8.14 shall be amended to read as follows:

The First sentence of Article VIII, Section 8.14 shall be amended to read as follows:

8.14 Exception for Lot 39. Notwithstanding the restrictions contained in this Declaration, the following provisions shall apply to Lot 39 so long as it is not further subdivided or separated into smaller parcels.

All other portions of Article VIII, Section 8.14 shall remain unaffected.

Article IX, Section 9.6 shall be amended to read as follows:


9.6. Address for Submittal. Plans and specifications for the construction and installation of any and all improvements with Granite Oaks Subdivision shall be submitted and approved by the Architectural Control Committee (prior to submittal to any required governmental agency) at the following address.

Architectural Control Committee
Attn: Robert E. Elkington
9373 South Granite Vista Drive
Cottonwood Heights, Utah 84092

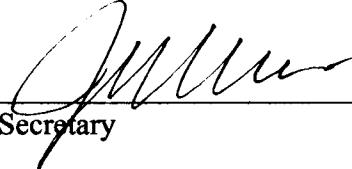
The Board of Directors of the Granite Oaks Subdivision Homeowners Association has the authority to change the address for the submittal of plans and specifications.

IN WITNESS WHEREOF, the Association, by and through its President and Secretary, have executed this Amendment to the Declaration as of the 13 day of December, 2022.

GRANITE OAKS HOMEOWNERS' ASSOCIATION, INC.



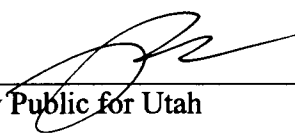
President



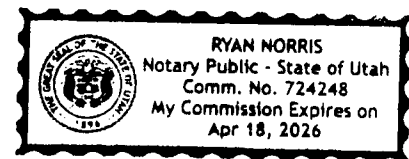
Secretary

State of Utah)
 :ss
County of Salt Lake)

On the 13 day of December, 2022, personally appeared Robert E. Elkington who, being first duly sworn, did that say that he is the President of the Association, certified that all requirements of Declaration 12.2 (as amended) have been complied with, and that said instrument was signed on behalf of said Association by authority of its Board; and acknowledged said instrument to be his voluntary act and deed.



Notary Public for Utah



**EXHIBIT A
LEGAL DESCRIPTION**

ALL LOTS IN THE GRANITE OAKS SUBDIVISION AMENDED, GRANITE OAKS SUBDIVISION SECOND AMENDED, AND GRANITE OAKS 3RD AMENDED, AS SHOWN ON THE RECORDS OF THE SALT LAKE COUNTY RECORDER'S OFFICE.

Parcel ID Nos.:

Type	Lot / Quarter	Parcel Number
L	1	28-01-353-005-0000
L	4	28-12-104-004-0000
L	5	28-12-104-005-0000
L	6	28-12-104-006-0000
L	7	28-12-101-041-0000
L	8	28-12-101-040-0000
L	9	28-12-101-039-0000
L	19	28-12-101-037-0000
L	20	28-12-101-036-0000
L	21	28-12-101-035-0000
L	22	28-12-101-034-0000
L	23	28-12-102-002-0000
L	24	28-01-352-017-0000
L	25	28-01-352-018-0000
L	26	28-01-352-016-0000
L	27	28-01-352-015-0000
L	28	28-12-103-017-0000
L	29	28-12-103-018-0000
L	30	28-12-103-019-0000
L	31	28-12-103-020-0000
L	32	28-12-103-021-0000
L	33	28-12-103-022-0000
L	34	28-12-103-015-0000
L	35	28-12-103-014-0000
L	36	28-12-103-013-0000
L	37	28-12-103-012-0000
L	38	28-12-103-016-0000
L	39	28-12-101-038-0000
L	391	28-12-101-044-0000
L	392	28-12-101-045-0000
L	393	28-12-101-046-0000
L	394	28-12-101-047-0000
L	395	28-12-101-048-0000
P	A	28-12-101-033-0000
L	1	28-01-353-005-0000
L	1	28-01-353-006-0000
L	2	28-01-353-007-0000
L	3	28-01-353-008-0000