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14282006 B: 11514 P: 7730 Total Pages: 6
08/29/2024 03:36 PM By: csummers Fees: \$48.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
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64 E WINCHESTER STSALT LAKE CITY, UT 841075600

**THIRD AMENDMENT TO THE DECLARATION OF RESTRICTIONS
COVENANTS AND CONDITIONS FOR QUAILHOLLOW, A PLANNED
UNIT DEVELOPMENT SUBDIVISION**

THIRD AMENDMENT TO THE DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS FOR QUAILHOLLOW, A PLANNED UNIT DEVELOPMENT SUB-DIVISION

A Declaration of Restrictions, Covenants and Conditions for the Quailhollow planned unit development sub-division was dated August 30, 1988. That declaration was restated, amended and superseded when an amended Declaration dated February 6, 1989 was recorded on February 14, 1989 (Amended Declaration). On March 27, 1992, a Second Amendment to the Declaration was recorded. (Second Declaration Amendment). On March 27, 1992, Articles of Incorporation of Quailhollow Homeowners Association (Articles) were recorded.

Effective August 28, 2024, all provisions of the Amended Declaration and Second Declaration Amendment and the Articles are reaffirmed and incorporated by reference herein except as follows:

The registered agent of the specified Association in the Articles is no longer John R. Anderson, who is deceased, but is now the person currently serving as the President of the Association. When a new President is elected, he or she shall then become the new registered agent.

ARTICLE III, Paragraph D Paragraph 4 of the Amended Declaration dealt with utility companies. That language is outdated and Paragraph 4 is deleted.

ARTICLE VII, Paragraph C of the Amended Declaration that dealt with an initial deposit is deleted and replaced by the following paragraph:

C: Transfer Fee

A transfer fee of \$500.00 shall be immediately payable to the Association by a new Owner who purchases a lot in the Quailhollow Subdivision.

ARTICLE VIII, Paragraph B of the Amended Declaration is deleted and replaced by the following paragraph:

B: Duration

This Declaration is renewed, shall run with the land, and shall remain in full force and effect until December 31, 2065, after which time said Declaration shall be automatically extended for a successive period of ten years unless an instrument signed by 67 percent of the then owners of the lots has been recorded agreeing to change said Declaration in whole or in part.

ARTICLE VIII, Paragraph F of the Amended Declaration is amended as follows:

F: Amendments

This Declaration, or any part thereof, as from time to time in effect with respect to all or any part of the Development, and any limitation, restriction, covenant or condition thereof, may at any time be amended or repealed upon the happening of the following events:

1. The vote or written consent of Owners owning not less than 67 percent of the lots within the Development, approving the proposed amendment or amendments to the Declaration: and
2. The recordation of a certificate setting forth in full the amendments to the Declaration so approved, including any portions thereof repealed, and certifying that said amendment or amendments have been approved by Owners owning not less than 67 percent of the lots within the Development.

All of the limitations, restrictions, covenants and conditions of the Declaration shall continue and remain in full force and effect at all times with respect to all property and each part thereof, included within the Development, subject, however, to the right to amend and terminate as provided for in the above paragraph.

The undersigned hereby approve and ratify this Third Amendment of the Declaration of Restrictions, Covenants and Conditions for Quailhollow, A Planned Unit Sub-Division as set forth above.

LOT #	OWNER(S)	SIGNATURE(S)
2	Matthew Davies & Debra Russell	<u>Debra Russell</u>
3	Darwin & Gail John	<u>Darwin</u> <u>Gail John</u>
4	Robert & Debra Burton	<u>Robert</u> <u>Debra Burton</u>
5	Gerri Collett	<u>Gerri</u> <u>Collett</u>
6	Brian & Lori Miller	<u>Lori Miller</u>
7	David & Kay Johnson	<u>David</u> <u>Kay Johnson</u>

8 Chris Ridgeway

Chris Ridgeway

9 Kris & Jenette Stewart

Kris Stewart (Q.B. Rox)

10 Gilbert & Julia Martinez

Gilbert Martinez

11 Robert & Susan Robb

Robert Robb Susan Robb

12 Brent & Katie Godfrey

Brent Godfrey Katie Godfrey

13 Paul & Jamie Marlowe

Paul Marlowe Jamie Marlowe

14 Alan & Terry Fox

Alan Fox Terry Fox

The foregoing Third Amendment to the Declaration of Restrictions Covenants and Conditions for Quailhollow, a Planned Unit Development subdivision, was executed this 28th day of August, 2024.

Quailhollow Homeowners Association

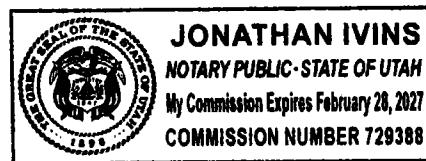


By: Robert Burton

Its: President

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 28th day of August, 2024 by Robert Burton, President of Quailhollow Homeowners Association, who duly acknowledged to me that it was executed by authority.


Notary Public

“Exhibit A”

Lots 2-14 and all common area of Quailhollow, a Planned Unit Development, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Complete legal description of the subdivision being as follows:

Beginning at a point which is South 89°56'00" East along the section line 632.36 feet and North 0°04'00" East 40.00 feet from the Southwest Corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base & Meridian, and running thence South 89°56'00" East 309.525 feet; thence North 2°50'00" East 609.384 feet; thence North 89°59'15" west 285.354 feet; thence South 5°06'00" west 610.759 feet, to the point of beginning. Containing 4.155 acres.

Tax Parcel Numbers: 22-15-354-024, 22-15-354-023, 22-15-354-022, 22-15-354-021, 22-15-354-020, 22-15-354-019, 22-15-354-018, 22-15-354-017, 22-15-354-025, 22-15-354-031, 22-15-354-033, 22-15-354-028, 22-15-354-029, 22-15-354-030