ENT 147715:2021 PG 1 of 3
Andrea Allen
Utah County Recorder
2021 Aug 24 02:26 PM FEE 210.00 BY LT
RECORDED FOR Miller Harrison LLC
ELECTRONICALLY RECORDED

FIRST AMENDMENT TO THIRD RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAIN STREET PLANNED UNIT DEVELOPMENT (HANOVER DRIVE ASSOCIATION)

RECITALS

WHEREAS, that certain real property identified as Main Street Planned Unit Development (Hanover Drive Association) is situated in Orem, Utah County, State of Utah, and is governed by the *Third Restatement Declaration of Covenants, Conditions, and Restrictions for Main Street Planned Unit Development (Hanover Drive Association)*, recorded in the Utah County Recorder's Office on May 6, 2008 as Entry No. 53702:2008 (the "Declaration");

WHEREAS, at the time of this First Amendment was recorded, Utah Code Ann. 57-1-46 allows the Association to charge and collect, at the transfer of any Unit, up to .5% of the purchase price as a reinvestment fee, unless otherwise stated in the Declaration;

WHEREAS, the Association's Board of Directors has determined that it is in the best interest of the Association and its members that the Association be afforded the ability to charge and collect a reinvestment fee up to the amount allowed by law;

WHEREAS, Article Thirteen, Section 5 of the Declaration states that the Declaration may be amended with an affirmative vote of at least sixty-seven percent (67%) of the total votes of the Association, and

WHEREAS, at least 67% of the total votes have approved the following amendment.

NOW THEREFORE, the Declaration is hereby amended, as follows:

AMENDMENT ONE

Article Six, Section 11 shall be added to the Declaration, and shall read as follows:

11. Reinvestment Fee. In addition to the payment of Common Assessments, each Owner shall be required to prepay at the time of the purchase or conveyance of a Lot within the Association, a sum in an amount to be determined from time to time by the Board of Directors, but at no time shall such amount exceed.5% of the purchase price, or the maximum amount permitted by state law.

End of Amendment

BOARD OF DIRECTORS,

MAIN STREET PLANNED UNIT DEVELOPMENT (HANOVER DRIVE ASSOCIATION)

Signed: Leigh Lamber to the purchase or conveyance of a Lot within the Association, as unit in the purchase or conveyance of a Lot within the Association, as unit in the purchase or conveyance of a Lot within the Association, as unit in the purchase or conveyance of a Lot within the Association, as unit in the purchase or conveyance of a Lot within the Association, as unit in the purchase or conveyance of a Lot within the Association, as unit in the purchase or conveyance of a Lot within the Association, as unit in the purchase or conveyance of a Lot within the Association, as unit in the purchase or conveyance of a Lot within the Association, as unit in the purchase or conveyance of a Lot within the Association, as unit in the purchase or conveyance of a Lot within the Association, as unit in the purchase or conveyance of a Lot within the Association, as unit in the purchase or conveyance of a Lot within the Association, as unit in the purchase or conveyance of a Lot within the Association, as unit in the purchase or conveyance of a Lot within the Association, as unit in the purchase or conveyance or conveyan

STATE OF UTAH) ss COUNTY OF <u>Utah</u>)

I hereby swear that on this 23 day of August, 2021, Leigh Lambert did appear before me and did affirm that she / he is an authorized representative for the Main Street Planned Unit Development (Hanover Drive Association), and that the Association did obtain the requisite votes to execute this First Amendment.

NOTARY PUBLIC



EXHIBIT A

Legal Description

Lots 1 – 86, MAIN STREET PUD PLAT A Serial Nos. 46:211:0001 - 0086

Lots 19 – 24, MAIN STREET PUD PLAT B Serial Nos. 66:271:0019 - 0024

Lots 37 – 39, MAIN STREET PUD PLAT B Serial Nos. 66:271:0037 - 0039