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262 N. University Ave.  
Farmington, UT 84025

**FIRST AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
QUAIL RIDGE PLANNED RESIDENTIAL UNIT DEVELOPMENT**

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Quail Ridge Planned Residential Unit Development (the "**First Amendment**") is executed and adopted by the Quail Ridge Homeowners Association, Inc. (the "**Association**").

**RECITALS**

A. The Declaration of Covenants, Conditions and Restrictions of Quail Ridge Planned Residential Unit Development was recorded on March 12, 2007 as Entry No. 106749 in the office of the Morgan County Recorder.

B. The Amended and Restated Declaration of Covenants, Conditions and Restrictions of Quail Ridge Planned Residential Unit Development was recorded on January 28, 2015 as Entry No. 133956 in the office of the Morgan County Recorder (hereinafter the "**Declaration**").

C. This First Amendment affects the real property located in Morgan County, State of Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

D. The Association desires to amend the Declaration as set forth in this First Amendment to impose a reinvestment fee covenant on all Lots.

E. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

F. Pursuant to Article X, Section 10.1 of the Declaration, this First Amendment was approved by the affirmative vote or consent of more than 51% of the Owners.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the Board of Directors hereby executes this First Amendment, which shall be effective as of its recording date with the Morgan County Recorder's office.

(1) **Amendment No. 1.** Section 4.14 shall be added to Article IV of the Declaration as follows:

**4.14 Reinvestment Fee Covenant.** A Reinvestment Fee Covenant is hereby established as permitted under Utah Code § 57-1-46. The Board shall have the right (but shall not be required) to establish a Reinvestment Fee assessment amount in accordance with this Section. If established, the following terms shall govern Reinvestment Fees:

(a) Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the Morgan County recorder, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a "Transfer"), the party receiving title to the Lot (the "Transferee") shall pay to the Association a Reinvestment Fee in an amount to be established by the Board in the rules or Board resolution, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law.

(b) The Association shall not levy or collect a Reinvestment Fee for any Transfer exempted by Utah Code § 57-1-46.

(c) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an Assessment specific to each Lot for collection purposes.

(2) **Conflicts.** All remaining provisions of the Declaration and any prior amendments not specifically amended in this First Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

(3) **Incorporation & Supplementation of Declaration.** This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

**IN WITNESS WHEREOF**, an authorized member of the Association has executed this First Amendment this 25 day of MARCH, 2021 and certifies that such amendment was adopted by 51% of the membership.

**QUAIL RIDGE HOMEOWNERS ASSOCIATION, INC.**

a Utah nonprofit corporation

By: [Signature]

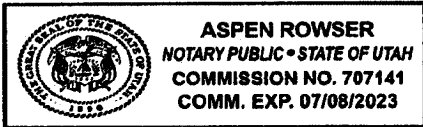
Name: BRENT WARR

Its: PRESIDENT

STATE OF UTAH )  
 ) ss.  
COUNTY OF Morgan )

On the 25 day of MARCH, 2021, personally appeared before me Brent Warr who by me being duly sworn, did say that she/he is an authorized representative of Quail Ridge Homeowners Association, Inc., and that the foregoing instrument is signed on behalf of said corporation and executed with all necessary authority.

Notary Public: Aspen Rowser



**EXHIBIT A**  
Legal Description

All of **QUAIL HOLLOW PHASE 1**, according to the official plat thereof, recorded in the office of the Morgan County Recorder as Entry Number 089494.

Including Lots 1 through 67

Serial Numbers:     **06-QUAIL1-0001** through **06- QUAIL1-0065**  
                          **04-QUAIL1-0066** through **04- QUAIL1-0067**

All of **QUAIL RIDGE PHASE 1 AMENDED**, according to the official plat thereof, recorded in the office of the Morgan County Recorder as Entry Number 100903.

Including Lots 1 through 15

Serial Numbers:     **06-QRIDG1-0001** through **06- QRIDG1-0015**