

**ENTRY NO. 00287098**

03/29/2018 05:51:20 PM B: 0581 P: 1115  
Restrictive Covenants Amendments PAGE 1 / 14  
CRAIG J. SPERRY, JUAB COUNTY RECORDER  
FEE \$ 96.00 BY CHRISTENSEN, JENNIFER



**SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
HUNTER'S VILLAGE**

This **SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTER'S VILLAGE** (the "Second Amendment") is entered by the Hunter's Village Association (the "Association").

**RECITALS**

- A. The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTER'S VILLAGE** (the "Declaration") for the Association was recorded in the official records of the County Recorder for Juab County on February 2, 2007, as Entry No. 00246975.
- B. An **AMENDED DECLARATION** for the Association was recorded in the official records of the County Recorder for Juab County on March 13, 2008, as Entry No. 00252788 (the "First Amendment").
- C. This Second Amendment affects the real property located in Juab 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 Second Amendment. This Second Amendment is adopted to create a reinvestment fee covenant.
- E. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.
- F. Utah Code Ann. § 57-8-39 provides that this Second Amendment need only be approved by sixty-seven percent (67%) of the Total Votes of the Association. Pursuant to Sections 9.08 and 16.05 of the Declaration and Utah Code Ann. § 57-8-39, the undersigned hereby certifies that this Second Amendment was approved by written consent of the Owners holding at least sixty-seven percent (67%) of the Total Votes of the Association. The written consents of the Owners to this Second Amendment are attached hereto as Exhibit B.
- G. Pursuant to Article XIII, Section 13.05 and Utah Code Ann. § 57-8-41(1), the undersigned hereby certifies that this Second Amendment was approved by a vote of at least fifty-one percent (51%) of the votes of Units that are subject to mortgages held by Eligible Holders, if any.

**AMENDMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals, the Association hereby executes this Second Amendment, which shall be effective as of its recording date with the Juab County Recorder's office.

Article IX is amended to add Section 9.09 as follows:

9.09 Reinvestment Covenant Upon Sale or Transfer of a Unit. The Executive Board may require the transferor/seller or transferee/buyer to pay a fee related to the transfer of a Unit (a "Reinvestment Fee") as provided for in Utah Code Ann. § 57-1-46, in an amount up to one half of one percent (0.5%) of the value of the Unit at the time of the transfer. A transfer is any change in the ownership of the Unit as reflected in the office of the County recorder, regardless of whether it is pursuant to a sale of the Unit or not. If a fee is required, the amount shall be set forth by the Executive Board in a Resolution of the Executive Board, duly adopted and executed. The value of the Unit for purposes of this section shall be the higher of: (1) the value of the Unit as determined by the property tax assessor on the date of the transfer of title, (2) the purchase price paid for the Unit related to the transfer, or (3) the value of the Unit on the date of the transfer of title as determined in an appraisal that may be obtained (in the discretion of the Executive Board) and paid for by the Association using an appraiser selected by the transferee of the property from a list of ten appraisers selected by the Association. Unless and until the Executive sets a different Reinvestment Fee or reduces the Reinvestment Fee to zero, the Reinvestment Fee shall be one half of one percent (0.5%) of the value of the Unit at the time of transfer. The Reinvestment Fee shall be due within thirty (30) days after the effective date of the deed or similar instrument transferring title. The Reinvestment Fee shall constitute an Assessment against the Unit in accordance with this Article IX of the Declaration.

(a) Purpose of the Reinvestment Fee. Once collected, the Reinvestment Fee may only be used by the Association to pay costs directly related to the transfer of the burdened property as well as:

- (i) Common planning, facilities, and infrastructure;
- (ii) Obligations arising from an environmental covenant;
- (iii) Community programming;
- (iv) Resort facilities;
- (v) Open space;
- (vi) Recreation amenities;
- (vii) Charitable purposes; or
- (viii) Association expenses.

(b) Limitation on Reinvestment Fee. The Reinvestment Fee is not due and may not be enforced against:

- (i) An involuntary transfer;
- (ii) A transfer that results from Court order;
- (iii) A bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
- (iv) A transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or

- (v) The transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of the Association's costs directly related to the transfer of the burdened property, not to exceed \$250.
- (c) Additional Actions.
  - (i) The Association shall have the authority to record any notice required by law to effectuate this provision.
  - (ii) The Association shall have the authority to enact Rules that may include: (a) requirements for Owners to provide sales and transfer documents, (b) requirements for the timing of responses to requests such as the selection of the appraiser, (c) default provisions if no selection is made such as allowing the Association to select the appraiser, and (d) other procedural requirements and rules as the Management Committee deems appropriate to effectuate the terms of this provision in a prompt and reasonable manner.
  - (iii) If the law changes allowing higher transfer fees, the Management Committee may increase the amounts in this section to the maximum amount allowed by law

**Conflicts.** All remaining provisions of the Declaration and any prior amendments not specifically amended in this Second 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.

**Incorporation and 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, the Association has executed this SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTER'S VILLAGE as of the day and year written on the next page.

DATED as of the 29<sup>th</sup> day of March, 2018.

HUNTER'S VILLAGE ASSOCIATION, a Utah nonprofit corporation

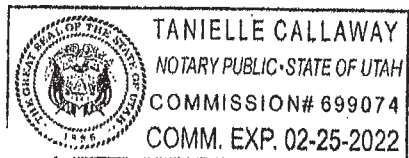
By: [Signature]  
Name: Jennifer L. Christensen  
Its: President

STATE OF UTAH )  
 )  
 ) :SS  
COUNTY OF JUAB )

On 3-29-18, before me, Tanielle Callaway Notary Public, personally appeared Jennifer Christensen who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity as PRESIDENT of the HUNTER'S VILLAGE ASSOCIATION and that by their signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct

[Signature]  
Notary Public



## **EXHIBIT A PROPERTY DESCRIPTION**

All of Units 1, 2, 3, 4, 5, 6, 7, 8, Building 1 of the AMENDED HUNTER'S VILLAGE, a Utah Condominium Project, in Nephi, Utah, as the same is identified in the Condominium Plat recorded in Juab County, Utah, on March 13, 2008, as Entry No 252785 in Book 520, at Page 602, and Map Filing No. 348, (as said Condominium Plat may have heretofore been amended or supplemented) and in the declaration of Covenants, Conditions and Restrictions recorded in Utah County, Utah, as entry No. 246975, Book 503, at Page 114 (as said declaration may have heretofore been amended or supplemented).

All of Units 1, 2, 3, 4, 5, 6, 7, 8, Building 2 of the AMENDED HUNTER'S VILLAGE, a Utah Condominium Project, in Nephi, Utah, as the same is identified in the Condominium Plat recorded in Juab County, Utah, on March 13, 2008, as Entry No 252785 in Book 520, at Page 602, and Map Filing No. 348, (as said Condominium Plat may have heretofore been amended or supplemented) and in the declaration of Covenants, Conditions and Restrictions recorded in Utah County, Utah, as entry No. 246975, Book 503, at Page 114 (as said declaration may have heretofore been amended or supplemented).

All of Units 1, 2, 3, 4, 5, 6, 7, 8, Building 3 of the AMENDED HUNTER'S VILLAGE, a Utah Condominium Project, in Nephi, Utah, as the same is identified in the Condominium Plat recorded in Juab County, Utah, on March 13, 2008, as Entry No 252785 in Book 520, at Page 602, and Map Filing No. 348, (as said Condominium Plat may have heretofore been amended or supplemented) and in the declaration of Covenants, Conditions and Restrictions recorded in Utah County, Utah, as entry No. 246975, Book 503, at Page 114 (as said declaration may have heretofore been amended or supplemented).

All of Units 1, 2, 3, 4, 5, 6, 7, 8, Building 4 of the AMENDED HUNTER'S VILLAGE, a Utah Condominium Project, in Nephi, Utah, as the same is identified in the Condominium Plat recorded in Juab County, Utah, on March 13, 2008, as Entry No 252785 in Book 520, at Page 602, and Map Filing No. 348, (as said Condominium Plat may have heretofore been amended or supplemented) and in the declaration of Covenants, Conditions and Restrictions recorded in Utah County, Utah, as entry No. 246975, Book 503, at Page 114 (as said declaration may have heretofore been amended or supplemented).

**Parcel Numbers**

**Building 1:**

Unit 1 XA3A-0200-HVCONDO11  
Unit 2 XA3A-0200-HVCONDO12  
Unit 3 XA3A-0200-HVCONDO13  
Unit 4 XA3A-0200-HVCONDO14  
Unit 5 XA3A-0200-HVCONDO15  
Unit 6 XA3A-0200-HVCONDO16  
Unit 7 XA3A-0200-HVCONDO17  
Unit 8 XA3A-0200-HVCONDO18

**Building 2:**

Unit 1 XA3A-0200-HVCONDO21  
Unit 2 XA3A-0200-HVCONDO22  
Unit 3 XA3A-0200-HVCONDO23  
Unit 4 XA3A-0200-HVCONDO24  
Unit 5 XA3A-0200-HVCONDO25  
Unit 6 XA3A-0200-HVCONDO26  
Unit 7 XA3A-0200-HVCONDO27  
Unit 8 XA3A-0200-HVCONDO28

**Building 3:**

Unit 1 XA3A-0200-HVCONDO31  
Unit 2 XA3A-0200-HVCONDO32  
Unit 3 XA3A-0200-HVCONDO33  
Unit 4 XA3A-0200-HVCONDO34  
Unit 5 XA3A-0200-HVCONDO35  
Unit 6 XA3A-0200-HVCONDO36  
Unit 7 XA3A-0200-HVCONDO37  
Unit 8 XA3A-0200-HVCONDO38

**Building 4:**

Unit 1 XA3A-0200-HVCONDO41  
Unit 2 XA3A-0200-HVCONDO42  
Unit 3 XA3A-0200-HVCONDO43  
Unit 4 XA3A-0200-HVCONDO44  
Unit 5 XA3A-0200-HVCONDO45  
Unit 6 XA3A-0200-HVCONDO46  
Unit 7 XA3A-0200-HVCONDO47  
Unit 8 XA3A-0200-HVCONDO48

**EXHIBIT B**  
**WRITTEN CONSENTS OF OWNERS**

## EXHIBIT B WRITTEN CONSENTS OF OWNERS

By signing this document, each of the undersigned Owners hereby certifies that: (a) the Owner is the record title owner of the Unit (indicated to the right of the Owner's signature) located in the Hunter Village Condominium project; and (b) the Owner has read and consents to the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Hunter's Village.

DATE: Feb 28 2018

Owner's Signature: *Mark A. Larabee*  
Printed Name: Mark A. Larabee

Address of Owner's Unit:  
1322 N. Main  
Nephi, UT 84648

Owner's Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Address of Owner's Unit:  
\_\_\_\_\_  
\_\_\_\_\_

Owner's Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Address of Owner's Unit:  
\_\_\_\_\_  
\_\_\_\_\_

Owner's Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Address of Owner's Unit:  
\_\_\_\_\_  
\_\_\_\_\_

Owner's Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Address of Owner's Unit:  
\_\_\_\_\_  
\_\_\_\_\_

Owner's Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Address of Owner's Unit:  
\_\_\_\_\_  
\_\_\_\_\_



By signing this document, each of the undersigned Owners hereby certifies that: (a) the Owner is the record title owner of the Unit (indicated to the right of the Owner's signature) located in the Hunter Village Condominium project; and (b) the Owner has read and consents to the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Hunter's Village.

DATE:

Owner's Signature:

*Meghan Kennedy*  
Printed Name: Meghan Kennedy

Address of Owner's Unit:

1298 N. Main St.  
Nephi, UT 84648

3/26/18

Owner's Signature:

*Jennifer Christensen*  
Printed Name: Jennifer Christensen

Address of Owner's Unit:

1292 N. Main  
Nephi, UT 84648

3/24/18

Owner's Signature:

*Jennifer Christensen*  
Printed Name: Jennifer Christensen

Address of Owner's Unit:

1294 N. Main  
Nephi, UT 84648

Owner's Signature:

Printed Name: \_\_\_\_\_

Address of Owner's Unit:

\_\_\_\_\_

Owner's Signature:

Printed Name: \_\_\_\_\_

Address of Owner's Unit:

\_\_\_\_\_

Owner's Signature:

Printed Name: \_\_\_\_\_

Address of Owner's Unit:

\_\_\_\_\_

By signing this document, each of the undersigned Owners hereby certifies that: (a) the Owner is the record title owner of the Unit (indicated to the right of the Owner's signature) located in the Hunter Village Condominium project; and (b) the Owner has read and consents to the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Hunter's Village.

DATE: 3/27/18  
Owner's Signature: [Signature]  
Printed Name: TARA WALL  
CHRIS WALL

Address of Owner's Unit:  
1388 N. Main, Nephi 84648 UT  
Chris & Tara Wall

DATE: 3/27/18  
Owner's Signature: [Signature]  
Printed Name: TARA WALL  
CHRIS WALL

Address of Owner's Unit:  
1398 N. Main, Nephi 84648 UT  
Chris & Tara Wall

DATE: 3/27/18  
Owner's Signature: [Signature]  
Printed Name: TARA WALL  
CHRIS WALL

Address of Owner's Unit:  
1386 N. Main, Nephi, Utah 84648  
Chris & Tara Wall

DATE: 3/27/18  
Owner's Signature: [Signature]  
Printed Name: TARA WALL  
CHRIS WALL

Address of Owner's Unit:  
1396 N. Main, Nephi UT 84648  
Chris & Tara Wall

DATE: 3/27/18  
Owner's Signature: [Signature]  
Printed Name: TARA WALL  
CHRIS WALL

Address of Owner's Unit:  
1384 N. Main, Nephi, UT 84648  
Chris & Tara Wall

DATE: 3/27/18  
Owner's Signature: [Signature]  
Printed Name: TARA WALL  
CHRIS WALL

Address of Owner's Unit:  
1394 N. Main, Nephi UT 84648  
Chris & Tara Wall

By signing this document, each of the undersigned Owners hereby certifies that: (a) the Owner is the record title owner of the Unit (indicated to the right of the Owner's signature) located in the Hunter Village Condominium project; and (b) the Owner has read and consents to the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Hunter's Village.

DATE:

3/27/18  
Owner's Signature: [Signature]  
Printed Name: Tara Wall  
Chris Wall

Address of Owner's Unit:  
1392 N. Main Nephi Ut 84648  
Chris & Tara Wall

3/27/18  
Owner's Signature: [Signature]  
Printed Name: Tara Wall  
Chris Wall

Address of Owner's Unit:  
1392 N. Main Nephi Ut 84648  
Chris & Tara Wall

3/27/18  
Owner's Signature: [Signature]  
Printed Name: Tara Wall  
Chris Wall

Address of Owner's Unit:  
1334 N. Main, Nephi Ut 84648  
Chris & Tara Wall

3/27/18  
Owner's Signature: [Signature]  
Printed Name: Tara Wall  
Chris Wall

Address of Owner's Unit:  
1337 N. Main, Nephi Ut 84648  
Chris & Tara Wall

3/27/18  
Owner's Signature: [Signature]  
Printed Name: Tara Wall  
Chris Wall

Address of Owner's Unit:  
1286 N. Main Nephi Ut 84648  
Chris & Tara Wall

Owner's Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Address of Owner's Unit: \_\_\_\_\_  
\_\_\_\_\_

By signing this document, each of the undersigned Owners hereby certifies that: (a) the Owner is the record title owner of the Unit (indicated to the right of the Owner's signature) located in the Hunter Village Condominium project; and (b) the Owner has read and consents to the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Hunter's Village.

DATE:

2/26/18

Owner's Signature:

*David Morley*

Printed Name: DAVID MORLEY

Address of Owner's Unit:

1428 N MAIN

Nephi UT

2/26/18

Owner's Signature:

*David Morley*

Printed Name: DAVID MORLEY

Address of Owner's Unit:

1418 N MAIN

Nephi

2/26/18

Owner's Signature:

*David Morley*

Printed Name: DAVID MORLEY

Address of Owner's Unit:

1422 N MAIN

Nephi

2/26/18

Owner's Signature:

*David Morley*

Printed Name: DAVID MORLEY

Address of Owner's Unit:

1432 N MAIN

Nephi

Owner's Signature:

Printed Name: \_\_\_\_\_

Address of Owner's Unit:

\_\_\_\_\_

Owner's Signature:

Printed Name: \_\_\_\_\_

Address of Owner's Unit:

\_\_\_\_\_

**EXHIBIT B**  
**WRITTEN CONSENTS OF OWNERS**

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DATE: 2/23/2018  
Owner's Signature: [Signature]  
Printed Name: Gina Griffiths/manager  
for Hunter Park Nephi LLC  
Address of Owner's Unit: 1424 N. Main, Nephi UT

Owner's Signature: [Signature]  
Printed Name: Gina Griffiths/manager  
for Hunter Park Nephi LLC  
Address of Owner's Unit: 1426 N. Main, Nephi UT

Owner's Signature: [Signature]  
Printed Name: Gina Griffiths/manager  
for Hunter Park Nephi LLC  
Address of Owner's Unit: 1434 N. Main, Nephi UT

Owner's Signature: [Signature]  
Printed Name: Gina Griffiths  
for Hunter Park Nephi LLC  
Address of Owner's Unit: 1436 N. Main, Nephi UT

Owner's Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address of Owner's Unit: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address of Owner's Unit: \_\_\_\_\_