

When recorded return to:
Jordanelle Ridge North Home Owners Association, Inc.
4393 Riverboat Road, #450
Salt Lake City, UT 84123

**AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS, AND RESTIRCTIONS OF
JORDANELLE RIDGE, PLAT A**

This Amendment of the Declaration of Covenants, Conditions, and Restrictions of Jordanelle Ridge, Plat A, is hereby recorded to be effective November 30, 2012, by the Association and Declarant. Unless otherwise defined herein, capitalized terms used herein shall have the same definition as in the original Declaration of Covenants, Conditions, and Restrictions of Jordanelle Ridge, Plat A, recorded on April 23, 2007 as entry 319164 in book 938, pages 891-903 (previously defined in such Declaration as the "**Declaration**").

Recitals

- A. The original Declaration was recorded by Declarant on April 23, 2007.
- B. Declarant and potential Members of the Association desire to have the Association maintain certain designated single family Lots within the Project in a manner similar to the maintenance of Common Areas associated with Multiple Family Units. Association maintenance of specified single family lots will ensure that the lots are maintained according to Association standards while offering the Owners of those specified Lots a professionally maintained Lot in exchange for higher Assessments on those Lots.
- C. Declarant desires that Lots A-31 through A-35 and A-45 through A-59 in the Project be designated as Lots fully maintained by the Association. All other single family Lots in the recorded single family plat will still be maintained by the individual Owners of those Lots.
- D. Declarant cast a total of 3,075 votes in favor of this Amendment at meeting of the Association held on November 6, 2012, which votes alone represent much more than the 67% of votes required for this Amendment.

Amendment

- 1. ***Interpretation of Directors.*** Pursuant to Section 13 of Article XII of the Declaration, the Directors have interpreted the Declaration as follows: (1) Declarant, as the Class B Member of the Association, still has 25 votes for each Lot owned by Declarant because none

of the conditions set forth in Article III, Section 2 of the Declaration have occurred which would cause such Class B Membership to cease; (2) with regard to any vote to amend the Declaration at this present time, Declarant currently has 3,075 votes, while the remaining 21 Class A Members have a combined total of 21 votes; (3) given the foregoing, Declarant holds sufficient votes to amend the Declaration even if no other Member votes in favor of the amendment; (4) there are no Eligible Mortgagees at present because no Mortgagee has requested notice in accordance with Article XII, Section 6, paragraph (e) of the Declaration, including without limitation any Mortgagee on the lots owned by Declarant; (5) even if there were Eligible Mortgagees, any Mortgagee on the lots owned by Declarant would constitute at least 85.4% of the Eligible Mortgagees; and (6) until enough Lots are transferred to other Owners such that Declarant no longer owns 51% of the Lots in the Project, it is a waste of the Association's time and resources to try to obtain approval of Eligible Mortgagees for an amendment to this Declaration because any Mortgagee of Declarant will completely control such a consent by Eligible Mortgagees.

2. ***Amendment Provisions.*** The Declaration is hereby amended by adding to the Declaration the following Sections in the following Articles:

(a) Article I. DEFINITIONS, Section 8A: ***Fully Maintained Lot*** shall mean certain Lots in the project designated as Lots A-31 through A-35 and A-45 through A-59 on which the yard, landscaping, and other portions of the Lot outside the Living Unit as determined by the reasonable discretion of the Association shall be maintained by the Association and which shall be assessed an additional assessment (the Fully Maintained Lot Assessment set forth in Article V, Section 4A) to cover such maintenance costs.

(b) Article V. ASSESSMENTS, Section 4A: ***Fully Maintained Lot Assessment.*** Each Owner of a Fully Maintained Lot (Lots A-31 through A-35 and A-45 through A-59) shall be deemed to covenant and agree to pay to the Association the annual and the special assessments described in this Article and as are set out above in this Article V. In addition to those assessments, Owners of a Fully Maintained Lot shall be subject to assessments for their share, as shall be determined by the Association, of the costs and expenses which the Association pays for the maintenance of the Fully Maintained Lots. Notwithstanding any provision to the contrary, the Fully Maintained Lot Assessment shall be used exclusively to pay for the costs and expenses of maintaining the Fully Maintained Lots, which Lots are the private property of the Owners. Each Owner of a Fully Maintained Lot hereby covenants and agrees (i) to obtain and maintain a policy of homeowner's insurance which includes all risk coverage and liability coverage in an amount no less than the value of the Lot, and any improvements thereon, and which names the Association as an additional insured and (ii) to indemnify, defend, and hold the Association harmless from any liability related to maintenance of the Fully Maintained Lots except in the instance that there is clear and convincing evidence of gross negligence by the Association itself as opposed to negligence by an independent contractor hired by the Association to perform maintenance on the Fully Maintained Lots. Nothing in this Declaration shall be deemed to obligate the Association to maintain anything on the Fully Maintained Lots other than the yard and landscaping of such Lots, although the Association shall have the discretion to maintain other components of the Lot outside the Living Unit if the Association believes that such maintenance is in the best interest of the Project.

(c) Article XII. MISCELLANEOUS, Section 4, paragraph (c): Notwithstanding any provision in this Declaration to the contrary, until such time as Declarant ceases to be a Class B Member of the Association, in any case in which the Declaration requires the assent or affirmative vote of a stated percentage of the votes of the Association for the authorization or approval of a transaction or matter, including without limitation an amendment to this Declaration, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from the stated percentage of the votes required for such authorization or approval, provided that Declarant is all or part of such stated percentage providing such authorization or approval. With regard to any such written consent, paragraphs (a) and (b) of this Section 4 shall remain applicable, and notice of any authorization or approval obtained through consent shall be provided to all Members via first class mail at the address for each Owner set forth in the records of the Association.

(d) Article XII. MISCELLANEOUS, Section 5, paragraph (e): Notwithstanding any provision in this Declaration to the contrary, until such time as Declarant ceases to own at least 51% of the total Lots in the Project, the approval of 51% of Eligible Mortgagees shall not be required for any amendment to this Declaration. This provision is enacted because the Association has determined that until enough Lots are transferred to other Owners such that Declarant no longer owns 51% of the Lots in the Project, it is a waste of the Association's time and resources to try to obtain approval of Eligible Mortgagees for an amendment to this Declaration because any Mortgagee of Declarant will completely control such a consent by Eligible Mortgagees

3. **Certification.** The officer of the Association signing below hereby certifies (i) that this Amendment has been approved by more than 67% of the total votes in the Association in a meeting of the Association at which a Quorum was present and (ii) that no approval of Eligible Mortgagees is necessary because there are currently no Eligible Mortgagees.

Exhibit A to
AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
JORDANELLE RIDGE, PLAT A
(governing the real property set forth below)

JORDANELLE RIDGE PLAT A recorded March 2nd, 2007, in book 933 page 1622-1671

lots A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, A-21, A-22, A-23, A-24, A-25, A-26, A-27, A-28, A-29, A-30, A-31, A-32, A-33, A-34, A-35, A-36, A-37, A-38, A-39, A-40, A-41, A-42, A-43, A-44, A-45, A-46, A-47, A-48, A-49, A-50, A-51, A-52, A-53, A-54, A-55, A-56, A-57, A-58, A-59, A-60, A-61, A-62, A-63, A-64, A-65, A-66, A-67, A-68, A-69, A-70, A-71, and A-72

Serial # ~~DD-10A-0-007-0035~~ - ~~DD-1A72-0-007-035~~

AND

JORDANELLE RIDGE AMENDED PLAT A TOWNHOME PLAT recorded August 30th, 2011, in book 1040 page 1051-1100

Bldg 1, Units 1G and 2H	20-9463	20-9464	
Bldg 2, Units 1D, 2E, and 3F	20-9465	20-9466	20-9467
Bldg 3, Units 1F, 2E, and 3D	20-9468	20-9469	20-9470
Bldg 4, Units 1D, 2E, and 3F	20-9471	20-9472	20-9473
Bldg 5, Units 1F, 2E, and 3D	20-9474	20-9475	20-9476
Bldg 6, Units 1D, 2E, and 3F	20-9477	20-9478	20-9479
Bldg 7, Units 1C, 2B, and 3A	20-9480	20-9481	20-9482
Bldg 8, Units 1A, 2B, and 3C	20-9483	20-9484	20-9485
Bldg 9, Units 1C, 2B, and 3A	20-9486	20-9487	20-9488
Bldg 10, Units 1A, 2B, and 3C	20-9489	20-9490	20-9491
Bldg 11, Units 1C, 2B, and 3A	20-9492	20-9493	20-9494
Bldg 12, Units 1D, 2E, 3E, and 4F	20-9495	20-9496	20-9497 20-9498
Bldg 13, Units 1F, 2E, and 3D	20-9499	20-9500	20-9501
Bldg 14, Units 1D, 2E, and 3F	20-9502	20-9503	20-9504
Bldg 15, Units 1D, 2E, and 3F	20-9505	20-9506	20-9507
Bldg 16, Units 1F, 2E, and 3D	20-9508	20-9509	20-9510
Bldg 17, Units 1D, 2E, and 3F	20-9511	20-9512	20-9513
Bldg 18, Units 1D, 2E, 3E, and 4F	20-9514	20-9515	20-9516 20-9517
Bldg 19, Units 1A, 2B, and 3C	20-9518	20-9519	20-9520
Bldg 20, Units 1C, 2B, and 3A	20-9521	20-9522	20-9523
Bldg 21, Units 1A, 2B, and 3C	20-9524	20-9525	20-9526
Bldg 22, Units 1C, 2B, and 3A	20-9527	20-9528	20-9529
Bldg 23, Units 1A, 2B, and 3C	20-9530	20-9531	20-9532
Bldg 24, Units 1C, 2B, and 3A	20-9533	20-9534	20-9535