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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JAMES R BLAKESLEY
2595 E 3300 S 3RD FLOOR
SLC UT 84109
BY: NEH, DEPUTY - WI 18 P.

WHEN RECORDED RETURN TO:
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2595 East 3300 South
Salt Lake City, Utah 84109
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**AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

**FOR MONARCH MEADOWS, PHASE 12
a Planned Residential Development**

This Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Monarch Meadows, Phase 12, a planned residential development, is made and executed by Richmond American Homes of Utah, Inc., a Colorado corporation (the "Declarant").

RECITALS

A. The Declaration of Covenants, Conditions, Restrictions and Easements for Monarch Meadows, Phase 12 was recorded in the office of the County Recorder of Salt Lake County, Utah on January 25, 2005 as Entry No. 9281944, in Book 9087, at Pages 838-871 of the official records (the "Declaration").

B. The Declarant owns all but 20 of the Lots.

C. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference.

D. The Project was constructed with some individual utility meters for sewer services rather than common meters throughout.

E. The Declarant desires to modify the Declaration and inform the Owners of their responsibility to pay their individual sewer bills, which are not a common expense, and to update the restrictive covenants.

F. All of the voting requirements of Section 12.03 of the Declaration have been satisfied.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Lot Owners thereof, the Declarant hereby executes this Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Monarch Meadows, Phase 12 for and on behalf of all of the Lot Owners.

1. Article V, entitled "Permitted Uses and Performance Standards" is modified to add the following new section:

5.25 Individual Utility Meters for Sewer Services. An individual utility meter for sewer services has been installed on each Lot. Each Lot Owner is responsible for his sewer bill which is not a common expense. Each individual Lot Owner is also responsible to maintain, repair or replace the meter as may be required from time to time, notwithstanding anything stated in the original Declaration to the contrary. In the event of any inconsistency, incongruity or conflict between this provision and any provision in the original Declaration, the former shall in all respects govern and control.

2. Article V, Section 5.08, entitled "Animals," is modified to read as follows (the changes are noted in *italics*):

5.08 Animals. No animals, livestock, birds, insects or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than two (2) domesticated, small household pets (e.g., dogs or cats) shall be allowed so long as said animal does not *exceed 40 pounds in weight*, unreasonably bother or constitute a nuisance to others, and provided that the animal is not kept, bred or maintained for any commercial purpose. Dogs and other similar pets shall be *in a cage or on a lease and under the control of a responsible person* when not confined to an Owner's Lot. *Owners shall clean up after their pets. The following acts shall be considered a nuisance: (1) causing damage to the property of anyone other than the pet owner; (2) causing unreasonable fouling of the air by odor; (3) causing unsafe or unsanitary conditions; (4) defecating on any common area or other Lot when the feces are not immediately cleaned up by the responsible party; (5) barking, howling, whining or making other disturbing noises in an excessive, continuous or untimely fashion; (6) molesting or harassing passersby by lunging at them or chasing passing vehicles; (7) attacking or threatening to attack people or other domestic animals; (8) otherwise acting so as to bother, annoy or disturb other residents or interfering with their right to the peaceful and quiet enjoyment*

of their property; or (9) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents.

3. Article IV, Section 5.09, entitled *Commercial Use Prohibited*, is modified to read as follows (the changes are noted in *italics*):

5.09 Commercial Use Prohibited. No Lot shall be used for commercial or business activity; provided, however, that the Grantor or persons authorized by the Grantor may use a Lot(s) for development and sales activities relating to the Subdivision, model homes or real estate sales.

5.09.1 Commercial Activity. As used herein, *commercial or business activity* shall include the rental or lease of his Lot and the improvements thereon for residential purposes by an Owner or his agents, successors or assigns.

5.09.2 Ownership Limitation. No Person or his Affiliate may own or control at one time more than one Lot.

5.09.3 Definition of Affiliate. The term *Affiliate* shall mean and refer to (a) the spouse or child of a natural person or (b) a company in which the Owner (i) owns or controls ten percent (10%) or more of the ownership interest or (ii) is an officer, manager, director or trustee. The term *company* shall mean and refer to a corporation, limited liability company, partnership, limited partnership, trust or other legal entity of any kind other than a natural person.

5.09.4 Hardship Exemption. All Lots must be owner-occupied, unless the Board of Directors has granted a hardship exemption.

5.09.5 Definition of Owner-Occupied. The term *owner-occupied* shall mean a dwelling unit occupied by one of the following: The vested Owner (as shown on the records of the county recorder); or the vested Owner and/or his spouse, children or parents; or the shareholder, partner, member, trustor, beneficiary or other legal representative

of an institutional owner (provided such person holds a beneficial interest in such legal entity of at least 50% or more) and/or his spouse, children or parents.

5.09.6 **Granting of Hardship Exemption.** The Board of Directors in its sole discretion shall be empowered to allow occupancy of the dwelling unit by a non-owner or by rental or lease upon written application by the Owner to avoid undue hardship. By way of illustration but not limitation, examples of circumstances which would constitute undue hardship are those in which: an Owner must relocate his residence and cannot, within ninety (90) days from the date the dwelling unit was placed on the market, sell the Lot while offering it for sale at a reasonable price no greater than its current appraised market value; the Owner dies and the dwelling unit is being administered by his estate; the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the dwelling unit; the dwelling unit is to be leased to a member of the Owner=s immediate family, which shall be deemed to encompass children, grandchildren, parents, grandparents, brothers, sisters and spouses. Those Owners who have demonstrated that the inability to lease their dwelling unit would result in undue hardship and have obtained the requisite approval of the Board of Directors may lease their dwelling units for such duration as the Board of Directors reasonably determines is necessary to prevent undue hardship.

5.09.7 **Rental Rules.** The Board of Directors shall have the power to make and enforce reasonable rules and regulations regarding the leasing of dwelling units.

5.09.8 **Grandfather Exemption.** Anything to the contrary notwithstanding, the foregoing owner occupancy restrictions shall not apply to:

Ray Warner, Lot 122, 4946 W. Duncan Meadows Lane

Vicky Chou, Lot 123, 13453 S. Corbin Valley Lane

Priscilla Ku, Lot 124, 13471 S. Corbin Valley Lane

which may continue to be rented or leased without restriction for so long as record title to said Lots remains vested in the names of their current Owners (the Grandfathered Owners).

5.09.9 **Definition of Grandfathered Owner.** The term Grandfathered Owner shall include a succeeding trust or other person (i.e., natural person, corporation, partnership, limited liability company, trust or other legal entity) (the Qualified Successor Owner) in which the Grandfathered Owner or such Owner's spouse, son, daughter, father or mother holds a beneficial interest in such qualified successor Owner of at least fifty percent (50%).

5.09.10 **Loss of Grandfather Exemption.** Upon the conveyance of the grandfathered lot by the Grandfathered Owner or Qualified Successor Owner, the said Lot shall immediately become subject to the restrictions set forth above.

5.09.11 **Commercial Repairs and Sales Prohibited.** This Section specifically prohibits the use of a Lot for the commercial repair or sale of any vehicle, equipment, boat or other fuel operated equipment.

4. Article V, Section 5.11, entitled Boats, Campers and Other Vehicles, is modified to read as follows:

5.11 **Boats, Campers and Other Vehicles.** Recreational, over-sized and commercial vehicles other than automobiles, when not in actual use, shall be kept at all times in an enclosed structure and screened from public view; and at no time shall any of said vehicles or equipment be parked or stored on a public or private right-of-way within the Subdivision, except for purposes of loading or unloading.

5.11.1 **Recreational, Oversized or Commercial Vehicle.** The term recreational, commercial and over-sized vehicle shall mean any recreational, commercial or over-sized vehicle, trailer, mobile home, motor home, trucks larger than standard pick-ups, commercial vehicle, construction or excavation equipment, backhoe, front end loader, bobcat, tractor, trailer, garden or maintenance equipment, golf cart, mobile home, camper, camper trailer, boat or other watercraft, boat trailer or other

recreational, over-sized or commercial transportation device of any kind.

5.11.2 **Purpose of Garage.** The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles.

5.11.3 **Use Limitation on Garage.** No other use of a garage or conversion of a garage, which prohibits or limits the use of a garage for the parking or storage of the number of automobiles for which it is designed, shall be permitted.

5.11.4 **Common Area Parking.** Parking in the common area is prohibited.

5.11.5 **Driveway Parking.** Parking in the driveways is prohibited, including by way of illustration but not limitation, parking in the driveway in front of a garage.

5.11.6 **Overnight Parking.** Overnight parking on the street is prohibited.

5.11.7 **Other Parking Restrictions.** Parking on the lawn or unpaved portion of the Lot or in a public or private right-of-way within the Subdivision, other than for temporary purposes (as determined by the ACC), is prohibited.

5.11.8 **Inoperative Vehicles.** No inoperative vehicle shall be parked or stored at any time on a Lot unless wholly within an enclosed structure. Additional off-street parking spaces will be provided for guest parking consistent with the Plat. In no event shall guest parking be utilized for parking inoperative vehicles, recreational vehicles, boats, campers, trailers or other similar vehicles.

5.11.9 **Guest Parking.** Guest parking shall not be utilized by Owners for permanent parking unless specifically approved by the ACC.

5.11.10 **Repair of Vehicles.** No repairs of any vehicle shall be undertaken within the Subdivision, except wholly within the Owner=s garage and with the garage closed.

5. Article IX, entitled "Enforcement of Assessments," of the Declaration is modified to add the following provisions:

9.08 **Collection of Assessments.** The Owners must pay their Assessments in a timely manner. Payments are due in advance on the first of the month. Payments are late if received after the 10th day of the month in which they were due.

9.09 **Late Fees and Default Interest.** A late fee of twenty-five dollars (\$25.00) or five percent (5%) of the delinquent amount, whichever is greater, shall be assessed on all tardy payments. Default interest at the rate of up to one and one-half percent (1.5%) per month or eighteen percent (18%) per annum shall accrue on all delinquent accounts.

9.10 **Foreclosure of Lien and/or Collection Action.** If the Assessments remain unpaid, the Association may, as determined by the Committee, institute suit to collect the amounts due and/or to foreclose the lien.

9.11 **Personal Obligation.** Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of the charges as a debt or to foreclose the lien in the same manner as mechanics liens, mortgages, trust deeds or encumbrances may be foreclosed.

9.12 **No Waiver.** No Owner may waive or otherwise exempt himself or herself from liability for the Assessments provided for herein, including but not limited to the non-use of Common Areas or the abandonment of his Unit.

9.13 **Duty to Pay Independent.** No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Committee to take some action or perform some function required to be taken or performed by the Association or committee under this Declaration or the By Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay

Assessments being a separate and independent covenant on the part of each Owner.

9.14 **Unpaid Dues/Lender.** Any mortgagee who obtains title to a Lot pursuant to the remedies of the mortgage or through foreclosure will not be liable for more than six months of the Lot=s unpaid regularly budgeted dues or charges accrued before acquisition of the title to the Lot by the mortgagee. The mortgagee shall also be liable for any attorney fees or costs related to the collection of the unpaid dues.

9.15 **Termination of Utilities and Right to Use Amenities for Non-Payment of Assessments.**

9.15.1 **Failure to Pay/Remedies.** If an Owner fails or refuses to pay any assessment when due, the Board of Directors may:

9.15.1.1 terminate the Owner's right to receive utility services paid as a common expense; and

9.15.1.2 terminate the Owner's right of access and use of recreational facilities., after giving notice and an opportunity to be heard.

9.15.2 **Notice.** Before terminating utility services or right of access and use of recreational facilities, the manager or Board of Directors shall give written notice to the Owner in the manner provided in the Declaration, Bylaws or Association rules. The notice shall state:

9.15.2.1 utility services or right of access and use of recreational facilities will be terminated if payment of the assessment is not received within the time provided in the Declaration, Bylaws or Association rules, which time shall be stated and be at least 48 hours;

9.15.2.2 the amount of the assessment due, including any interest or late payment fee; and

9.15.2.3c) the right to request a hearing.

9.15.3 **Owner's Right to Request Informal Hearing.** An Owner who is given such notice may request an informal hearing to dispute the assessment by submitting a written request to the

Board of Directors within 14 days from the date the notice is received. A notice shall be considered received on the date:

9.15.3.1 it is hand delivered;

9.15.3.2 it is delivered by certified mail, return receipt requested; or

(9.15.3.3 five (5) days after it is deposited in the U.S. Mail, postage prepaid, addressed to the Owner=s last known address on the books and records of the Association.

9.15.4 **Procedure for Hearing.** The hearing shall be conducted in accordance with the standards provided in the Declaration, Bylaws or Association rules.

9.15.5 **Stay Pending Appeal.** If a hearing is requested, utility services or right of access and use of recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered.

9.15.6 **Reinstatement.** Upon payment of the assessment due, including any interest or late payment fee, the manager or Board of Directors shall immediately take action to reinstate the terminated utility services to the Unit and right to use of recreational facilities.

9.16 **Assignment of Rents.**

9.16.1 **Failure to Pay/Remedies.** If the Owner of a Unit who is leasing the Unit fails to pay any assessment for a period of more than 60 days after it is due and payable, the Board of Directors may demand the tenant to pay to the Association all future lease payments due the Owner, commencing with the next monthly or other periodic payment, until the amount due to the Association is paid; provided, however, the manager or Board of Directors must give the Owner written notice, in accordance with the Declaration, Bylaws or Association rules, of its intent to demand full payment from the tenant.

9.16.2 **Notice to Owner of Intent to Demand Rent From Tenant.**
The notice shall:

9.16.2.1 provide notice to the tenant that full payment of remaining lease payments will commence with the next monthly or other periodic payment unless the assessment is received within the time period provided in the Declaration, Bylaws or Association rules;

9.16.2.2 state the amount of the assessment due, including any interest or late payment fee;

9.16.2.3 state that any costs of collection, not to exceed \$150, and other assessments that become due may be added to the total amount due; and

9.16.2.4 provide the requirements and rights described herein.

9.16.3 **Tenant=s Obligation to Pay Rents to Association**. If the Owner fails to pay the amount of the assessment due by the date specified in the notice, then:

9.16.3.1 the manager or Board of Directors may deliver written notice to the tenant, in accordance with the Declaration, Bylaws or Association rules;

9.16.3.2 demands future payments due to the Owner be paid directly to the Association pursuant hereto; and

9.16.3.3 a copy of the notice must be mailed to the Owner at his last known address as shown on the books and records of the Association.

9.16.4 **Notice to Tenant**. The notice provided to the tenant must state:

9.16.4.1 that due to the Owner's failure to pay the assessment within the time period allowed, the Owner has been notified of the Board of Directors' intent to collect all lease payments due to the Association pursuant hereto;

9.16.4.2 that until notification by the Association that the assessment due, including any interest or late payment fee, has been paid, all future lease payments due to the Owner are to be paid to the Association; and

9.16.4.3 payment by the tenant to the Association in compliance herewith will not constitute a default under the terms of the lease agreement. If payment is in compliance with this Subsection (6) suit or other action may not be initiated by the Owner against the tenant for failure to pay.

9.16.5 **Deposits.** All funds paid to the Association pursuant hereto shall be deposited in a separate account and disbursed to the Association until the assessment due, together with any cost of administration which may not exceed \$25, is paid in full. Any remaining balance must be paid to the Owner within five business days of payment in full to the Association.

9.16.6 **Notice of Payment in Full.** Within five business days of payment in full of the assessment, including any interest or late payment fee, the manager or Board of Directors must notify the tenant in writing that future lease payments are no longer due to the Association. A copy of this notification must be mailed to the Owner.

9.16.7 **Definition of Lease.** As used in this section, the terms "lease" or "leasing" shall mean and refer to regular, exclusive occupancy of a Unit by any person or persons, other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument.

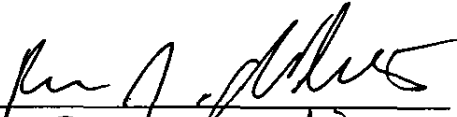
6. Section 10.12(b), entitled "Enforcement," of the Declaration shall be modified to read as follows (the changes are noted in *italics*):

(b) The authority of the ACC as herein provided shall include the power to *fine*, retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings, all of which costs shall be paid by the Association.

7. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, Declarant has executed this instrument the ____ day of February, 2006.

RICHMOND AMERICAN HOMES OF UTAH, INC.

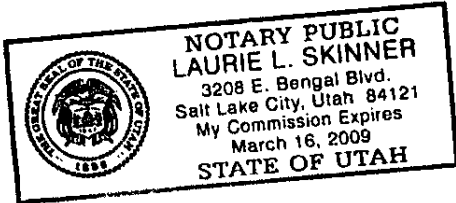
By: 
Name: Robert S. Whitney
Title: V.P. of Land Dev.

ACKNOWLEDGMENT

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 1 day of ~~February~~^{MARCH}, 2006, personally appeared before me BENSON WHITNEY, who by me being duly sworn, did say that he is VP OF LAND DEVELOPMENT of RICHMOND AMERICAN HOMES OF UTAH, INC., a Colorado corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors or its Articles of Incorporation and said BENSON WHITNEY duly acknowledged to me that said corporation executed the same.

Laurie L. Skinner



NOTARY PUBLIC
Residing At: SALT LAKE COUNTY
Commission Expires: 3/16/2009

**EXHIBIT "A"
LEGAL DESCRIPTION**

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Parcel No.:

Lot No.

Building No.

tran monarch meadows amendment

RXLP MONARCH MDWS PH 12 PUD	BLK, LOT-QUAR	
B FLG . BLK/BLDG IND FLG	LOT/QUAR	PARCEL NUMBER OBSOLETE?
L	AREA	32-01-227-041-0000 NO
L	1201	32-01-227-001-0000 NO
L	1202	32-01-227-002-0000 NO
L	1203	32-01-227-003-0000 NO
L	1204	32-01-227-004-0000 NO
L	1205	32-01-227-005-0000 NO
L	1206	32-01-227-006-0000 NO
L	1207	32-01-227-007-0000 NO
L	1208	32-01-227-008-0000 NO
L	1209	32-01-227-009-0000 NO
L	1210	32-01-227-010-0000 NO
L	1211	32-01-227-011-0000 NO
L	1212	32-01-227-012-0000 NO
L	1213	32-01-227-013-0000 NO
L	1214	32-01-227-014-0000 NO
L	1215	32-01-227-015-0000 NO
L	1216	32-01-227-016-0000 NO
L	1217	32-01-227-017-0000 NO
L	1218	32-01-227-018-0000 NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP MONARCH MDWS PH 12 PUD B FLG . BLK/BLDG IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
L	1218	32-01-227-018-0000	NO
L	1219	32-01-227-019-0000	NO
L	1220	32-01-227-020-0000	NO
L	1221	32-01-227-021-0000	NO
L	1222	32-01-227-022-0000	NO
L	1223	32-01-227-023-0000	NO
L	1224	32-01-227-024-0000	NO
L	1225	32-01-227-025-0000	NO
L	1226	32-01-227-026-0000	NO
L	1227	32-01-227-027-0000	NO
L	1228	32-01-227-028-0000	NO
L	1229	32-01-227-029-0000	NO
L	1230	32-01-227-030-0000	NO
L	1231	32-01-227-031-0000	NO
L	1232	32-01-227-032-0000	NO
L	1233	32-01-227-033-0000	NO
L	1234	32-01-227-034-0000	NO
L	1235	32-01-227-035-0000	NO
L	1236	32-01-227-036-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP MONARCH MDWS PH 12 PUD			BLK, LOT-QUAR		OBSOLETE?
.B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		L	1236	32-01-227-036-0000	NO
		L	1237	32-01-227-037-0000	NO
		L	1238	32-01-227-038-0000	NO
		L	1239	32-01-227-039-0000	NO
		L	1240	32-01-227-040-0000	NO
		L	1241	32-01-228-023-0000	NO
		L	1242	32-01-228-022-0000	NO
		L	1243	32-01-228-021-0000	NO
		L	1244	32-01-228-020-0000	NO
		L	1245	32-01-228-019-0000	NO
		L	1246	32-01-228-018-0000	NO
		L	1247	32-01-228-017-0000	NO
		L	1248	32-01-228-013-0000	NO
		L	1249	32-01-228-014-0000	NO
		L	1250	32-01-228-015-0000	NO
		L	1251	32-01-228-016-0000	NO
		L	1252	32-01-228-011-0000	NO
		L	1253	32-01-228-010-0000	NO
		L	1254	32-01-228-007-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP MONARCH MDWS PH 12 PUD B FLG · BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
	L	1254	32-01-228-007-0000	NO
	L	1255	32-01-228-006-0000	NO
	L	1256	32-01-228-003-0000	NO
	L	1257	32-01-228-002-0000	NO
	L	1258	32-01-228-001-0000	NO
	L	1259	32-01-228-004-0000	NO
	L	1260	32-01-228-005-0000	NO
	L	1261	32-01-228-008-0000	NO
	L	1262	32-01-228-009-0000	NO
	L	1263	32-01-228-012-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
 PF4=RETURN TO RXEN PF10=LAST RECORDS