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John Whittaker
1948 Michigan Avenue
Salt Lake City, Utah 84108

6676183
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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
JOHN WHITTAKER
1948 MICHIGAN AVE
SLC, UT 84108
REC BY: D KILPACK , DEPUTY - WI

FIRST AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF THE FEDERAL POINTE SUBDIVISION

6676183



THIS FIRST AMENDMENT (the "First Amendment") to the Declaration of Covenants, Conditions, and Restrictions (the "Declaration") of The Federal Pointe Subdivision, recorded in the offices of the Salt Lake County Recorder at Book 6644, Page 1364, and as Entry Number 5482975, is made, executed, and shall be effective as of the First day of January, 1997.

WITNESSETH

WHEREAS, the Declaration, dated as of February 18, 1993, governs the rights and obligations of the Owners of Lots within the Federal Pointe Subdivision, who, by reason of their ownership of Lots, are also Members of the Federal Pointe Homeowners' Association (the "Association"); and

WHEREAS, the Members of the Association desire to amend the Declaration to change the monthly assessments required to be paid to the Association thereunder to annual assessments and to make certain other amendments and changes to the Declaration as set forth in this First Amendment; and

WHEREAS, in accordance with Section 10.2 and Section 10.3 of the Declaration, at least two-thirds of the Class A Members of the Federal Pointe Homeowners' Association did affirmatively vote or consent to amend the Declaration as set forth in this First Amendment, as certified by the President of the Association, which certification is incorporated into and made a part of this First Amendment by this reference;

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

Section 1. Amendment to Section 5.1 of the Declaration. Section 5.1 of the Declaration is amended to read as follows:

5.1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the annual and special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain: (a) a charge and

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continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorneys fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

Section 2. Amendment to Section 5.3 of the Declaration. Section 5.3 of the Declaration is amended to read as follows:

5.3 Maximum Annual Assessment. As of the date set under Section 5.7, each Lot shall be subject to an annual assessment of not more than Six Hundred Dollars (\$600). From and after January 1, 1997, the maximum annual assessment may be increased or decreased so long as the change is assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy at a meeting duly called for such purposes. Written notice setting forth the purpose of the meeting shall be sent to all Members at least Ten (10) but not more than Thirty (30) days prior to the meeting date. The Board of Trustees of the Association may from time to time and in its discretion set the amount of the annual assessment at any sum not in excess of the then applicable maximum amount.

Section 3. Amendment to Section 5.4 of the Declaration. Section 5.4 of the Declaration is amended to read as follows:

5.4. Special Assessments. From and after the date set under Section 5.7, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by annual assessments; or (b) the cost of any construction, reconstruction or unexpectedly required repair or replacement in connection with the Common Areas. Any such special assessments must be assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy who are entitled to vote at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least Ten (10) but not more than Thirty (30) days prior to the meeting date.

Section 4. Amendment to Section 5.5 of the Declaration. Section 5.5 of the Declaration is amended to read as follows:

5.5. Reimbursement Assessment on Specific Lot. In addition to the annual assessment and any special assessment authorized pursuant to Sections 5.3 and 5.4 above, the Board may levy at any time Special Assessments (a) on each Lot specifically benefited by any improvement to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged; (b) on each Lot the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs; and (c) on each Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 3.4, Section 6.1(c), Section 6.2(a) or other provisions of this Declaration (all or part of the foregoing being sometimes referred to as "Reimbursement Assessment"). The aggregate amount of any such Special Assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs and attorney's fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a Reimbursement Assessment against the Lots benefited.

Section 5. Amendment to Section 5.6 of the Declaration. Section 5.6 of the Declaration is amended to read as follows:

5.6. Uniform Rate of Assessment. Except as provided in Section 5.5 above, annual and special assessments shall be fixed at a uniform rate for all Lots, excluding, however lots I, II, III, IV and V as designated on the Plat, which shall not be subject to any assessment whatsoever, but including those Lots, whether or not annexed by First Charter pursuant to Section 2.2, contained in whole or in part within the "Southwest Parcel" as designated upon Exhibit "A." Declarant, for each unsold Lot owned by it in the development, shall pay annual assessments as herein provided for all Lot Owners; provided that until such date as Declarant closes and conveys a Lot to an Owner (other than Declarant), the annual assessment attributable to such Lot shall be one-half (1/2) the regular annual assessment.

Section 6. Amendment to Section 5.7 of the Declaration. Section 5.7 of the Declaration is amended to read as follows:

5.7. Annual Assessment Due Dates. The annual assessments provided for herein shall commence as to all Lots on the date a deed is delivered to the purchaser of a Lot, or if the sale is by way of a contract of sale, on the date the contract is executed by the parties thereto, or the date of occupancy agreement, or the date the Owner actually takes possession of a Lot, whichever first occurs. The

first annual assessment shall be adjusted according to the number of days remaining in the year of conveyance, contract or occupancy as the case may be. Thereafter, annual assessments shall be due and payable on January 31 of each year, and if not paid by that date, shall be deemed delinquent. At least fifteen (15) days prior to the effective date of any change in the amount of the annual assessment, the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

Section 7. Amendment to Section 5.9 of the Declaration. Section 5.9 of the Declaration is amended to read as follows:

5.9. Effect of Non-Payment; Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection be, constitute and remain a continuing lien on the affected Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments became due. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs', and each and every expense incurred by the Association in enforcing its rights.

Section 8. Amendment to Section 7.4 of the Declaration. Section 7.4 of the Declaration is amended to read as follows:

7.4. Landscaping and Landscape Easement. Each Owner of a Lot shall be responsible for the installation and maintenance of landscaping in accordance with the provisions of this Section 7.4 and the other provisions of this Declaration.

(a) Each Owner of a Lot shall be required to submit a Landscape Plan, consistent with the requirements of this Section, to be approved by the Architectural Control Committee in accordance with the requirements of Article V and Article VIII.

(b) All trees, shrubs and other vegetation to be installed and maintained upon a Lot shall comply with the approved Landscape Plan, which, in order to be approved, must comply with the following criteria:

(i) The Landscape Plan shall be drawn to a scale of 1 inch equals 10 feet or 1/8 of an inch equals 1 foot;

(ii) The Landscape Plan shall be neatly drawn and legible, showing all proposed sprinklers, plant materials, and their proposed spacing;

(iii) Plant materials for the Landscape Plan shall be selected from the Architectural Control Committee's most recent list of approved plants; and

(iv) All Lots shall be fully landscaped using multiple varieties of trees, shrubs, and ground covers. "Minimalist" landscaping is not appropriate and will not be approved. Large non-irrigated areas, non-planted areas, and gravel areas will not be approved.

(c) Each Owner of a Lot shall be responsible at his own cost and expense to maintain and water all trees, plants and other landscaping which naturally grows upon the Lot, which Declarant may have installed upon such Lot during development of the Subdivision or which have been installed by Owner (or his predecessor) after approval by the Architectural Control Committee in accordance with the requirements of this Section 7.4, Article V, or Article VIII.

(d) The addition to, modification of, or removal of trees and other vegetation (excluding annuals), without the prior approval of the Architectural Control Committee shall be deemed a violation of the requirements of an Owner to maintain such Lot and the Architectural Control Committee shall have the right to require Owner to restore such Lot to its prior approved condition at the sole cost of Owner. In the event Owner fails to restore such area as required herein, the Association shall have the right to restore the same and the cost of such restoration together with administrative expenses equal to ten percent (10%) of such costs, shall be added to and become part of the Reimbursement Assessment (as set forth in Section 5.5) to which such Lot is subject.

(e) The provisions of this Section relating to the removal of trees and shrubs shall not be applicable or binding upon Declarant with respect to the initial clearing, grading and landscaping of the Property including the development of and the installations of utilities serving the Subdivision.

Section 9. Amendment to Section 8.1 of the Declaration. Section 8.1 of the Declaration is amended to read as follows:

8.1. Architectural Control Committee. The Declarant shall initially appoint a three-member Committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed the Board itself shall perform the duties required of the Committee. Members of the Committee may be appointed to or

removed from the Committee at such times as the Board may, in its discretion, determine.

Section 10. Amendment to Section 8.5 of the Declaration. Section 8.2 of the Declaration is amended to read as follows:

8.2. Submission to Committee. No Living Unit, accessory building or structure or addition to a Living Unit and no landscape additions and changes shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Living Unit, nor of any court enclosure, except as herein otherwise mentioned, shall be performed, unless two (2) sets of complete plans and specifications therefor have first been submitted to and approved by the Committee. All such plans and specifications shall be consistent with Architectural Guidelines which shall be from time to time adopted by the Committee, and shall include, among other matters, (i) a plot plan showing contour lines, drainage and grading plan; (ii) drawings and specifications showing floor plans, elevations, and a sample of exterior materials and colors; (iii) working drawings (iv) landscaping and irrigation drawings; and (v) construction specifications.

Section 11. Amendment to Section 8.5 of the Declaration. Section 8.5 of the Declaration is amended to read as follows:

8.5. Cash Security Deposit. The Architectural Control Committee will require that an Owner post a cash security deposit, in an amount not to exceed \$3,000.00, in favor of the Association, as a condition to approving any proposed work or improvement. No person shall commence any work or improvement until such cash security deposit has been properly posted with the Association. Simultaneously with making such cash security deposit, the Owner must enter into a Cash Security Deposit Agreement with the Association in the form attached to this First Amendment as Exhibit "A," or in such other form as the Architectural Control Committee may require.

The deposit is intended to assure the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the Subdivision, caused by Owner or his agents in the construction of improvements, and to assure that the improvements are constructed in accordance with the plans and specifications approved by the Architectural Control Committee.

Section 12. Amendment to Section 8.6 of the Declaration. Section 8.6 of the Declaration is amended to read as follows:

8.6. Address for Submittal. Plans and specifications for the construction, and installation of any and all improvements within Federal Pointe shall be submitted and approved by the Architectural Control Committee (prior to submittal to any required governmental agency) at the following address

Federal Pointe Home Owners' Association
c/o Jana Rees, Chair
1628 East New Bedford Drive
Salt Lake City, Utah 84103

The Architectural Committee has the authority to change the address for the submittal of plans and specifications.

Section 13. Amendment to Section 10.2 of the Declaration. Section 10.2 of the Declaration is amended to read as follows:

10.2. Amendment. Subject to the provisions of Section 2 of Article VIII of this Declaration any amendment hereto shall require (i) the affirmative vote of at least two-thirds (2/3) of all Class A membership votes, which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose; and so long as the Class B membership exists, (ii) the written consent of the Declarant. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes of the Class A Membership shall constitute a quorum. If the quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 3), at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the President or Vice President of the Association, and by the Declarant if the Class B Membership then exists. In such instrument the President or Vice President of the Association shall certify that the vote required by this Section for amendment has occurred.

