11987996 2/5/2015 1:41:00 PM \$38.00 Book - 10293 Pg - 8633-8635 Gary W. Ott Recorder, Salt Lake County, UT RICHARDS KIMBLE & WINN BY: eCASH, DEPUTY - EF 3 P.

After Recording Return To: Richards Kimble & Winn, PC 2040 E Murray-Holladay Rd, Suite 106 Salt Lake City, UT 84117

## AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESERVATION OF EASEMENTS FOR REDFEATHER ESTATES PUD

This Amendment to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("Declaration") is made on the date evidenced below by the Redfeather Estates Homeowners Association ("Association").

## **RECITALS**

- A. Certain real property in Salt Lake County, State of Utah, known as Redfeather Estates Planned Unit Development was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration recorded on September 7, 2001, as Entry No. 7997509 in the Recorder's Office for Salt Lake County, Utah;
- B. This Amendment shall be binding against the property described in the Declaration and any annexation, amendment or supplement thereto;
- C. The Board of Trustees hereby certifies that the requirements of the Declaration for amendment have been satisfied and votes representing at least two-thirds (2/3) of all Membership votes affirmatively approved this Amendment.

NOW, THEREFORE, the Association, by and through its Board of Trustees, hereby amends Article VI, Section 6.1 the Declaration to include the following provision:

- 6.1 General Association Duties and Powers. The Association, acting through the Board, shall have all powers and duties granted in this Declaration, the Articles of Incorporation and the Bylaws, including, but not limited to the power and duty to:
- (k) Except in cases of an emergency as determined by the Board, which shall be made in the Board's sole discretion, shall not execute any contract binding the Association except as stated hereafter:

A vote of a majority of the total membership interests (no less than 51% of all members), voting in person or by proxy, shall be required before (1) entering into a new contract for an amount greater than \$2,500.00 per year or (2) before renewing an existing contract that will increase the existing contracted amount by an annual amount of more than \$2,500.00 (the "Spending Limit").

Exhibit A

The above notwithstanding, the Board may exceed the Spending Limit to use any money set aside by the Association in a reserve fund pursuant to applicable law and Article V, Section 5.2 above; however, such reserve funds may not be used for any purpose other than the purpose for which the reserve fund was established, including the Road Repair and Maintenance Fund, unless a majority of the Members vote to use such reserve funds for another purpose. The Spending Limit is binding on any manager, whether professional or non-professional, employed or under contract with the Association.

For purposes of this provision, "emergency" means a sudden, unexpected occurrence that threatens life, personal injury, or significant property damage. Typically, but not always, emergencies will be in the form of water breaks of the water system, serious sprinkler malfunctions, and/or occasional fire threat.

IN WITNESS WHEREOF, ASSOCIATION has executed this Amendment to the Declaration as of the 27 day of January, 2014, in accordance with Article XI, Section 11.3 of the Declaration.

> REDFEATHER ESTATES HOMEOWNERS ASSOCIATION

Menin & Handley

STATE OF UTAH County of SALTLAKE

On the 27 day of January 2014, personally appeared before me

Merrin Husley who, being first duly sworn, did that say that they are an officer of the Association and that said instrument was signed and sealed in behalf of said Association by authority of its Board of Trustees; and acknowledged said instrument to be their

voluntary act and deed.

Exhibit A

NOTARY PUBLIC • STATE OF UTAH COMMISSION# 667107

COMM. EXP. 05-28-2017

## **EXHIBIT A**

## Legal Description

All Lots, REDFEATHER ESTATES PUD according to the official plat thereof on record with the Salt Lake County Recorder.

First Parcel No.: 2821177063