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GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 SUNRISE CAPITAL LLC
 9071 S 1300 W STE 201
 W JORDAN UT 84088
 BY: ZJM, DEPUTY - WI 8 P.

**SECOND AMENDMENT TO
 THE
 DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS
 FOR
 REDFEATHER ESTATES, P.U.D.**

Pursuant to the provisions of Section 11.3 of the Declaration of Covenants, Conditions and Restrictions for Redfeather Estates, P.U.D. (the "Declaration"), and applicable law, the Redfeather Estates Homeowners Association, Inc. (the "Association") with the consent of Sunrise Capital, L.L.C., a Utah limited liability company (sometimes referred to as either "Declarant" or "Developer"), does hereby amend, supersede in part and supplement the Declaration.

WHEREAS, the Declaration was executed on August 9, 2001, and was recorded as Entry No. 7997509, at Book 8498, Pages 2526-2548, in the Records of the Salt Lake County Recorder, on September 7, 2001; and

WHEREAS, the Declaration was amended by the first Amendment thereto dated August 16, 2002, and recorded on August 21, 2002, as Entry No. 8327904, at Book 8635, Pages 6603-6608, in the Records of the Salt Lake County Recorder;

WHEREAS, effective as of July 8, 2003, consistent with Section 11.3 of the Declaration, and applicable law, this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Redfeather Estates, P.U.D. (the "Second Amendment") was approved by the unanimous approval of all Class A Members of the Association, by written Consent to Action, and the Developer had granted its consent thereto, as acknowledged below; and

WHEREAS, Section 11.3 requires that the amendment be accomplished through the recordation of an instrument executed by the Association and by the Developer;

NOW, THEREFORE, by the unanimous consent of the Members of the Association, and by the consent of the Developer, the following amendments to the Declaration are hereby adopted and approved, and accordingly the Property described in the Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, as amended and supplemented by the following provisions. It is specifically and expressly acknowledged that, in the event of a conflict between the Declaration, as previously amended, and this Second Amendment, the provisions of this Second Amendment shall supersede and/or prevail. In all other respects, the provisions of the said Declaration as previously amended shall remain in full force and effect. The Declaration is accordingly amended and supplemented as follows:

ARTICLE XII
INTENTION THAT REDFEATHER ESTATES, PUD, SHALL BE AN
AGE 55 AND OLDER COMMUNITY

12.1 Statement of Intent. Redfeather Estates PUD is intended for, and shall be operated for occupancy by, persons who are 55 years of age and older who desire to live in a community of similarly-aged persons. In compliance with applicable law, this Article XII of the Declaration shall set forth certain covenants, conditions, restrictions, policies and procedures which are intended to provide for compliance with the foregoing intent. The Owners of Residential Units in Redfeather Estates PUD shall each, severally, and together, as members of their community, share a mutual covenant for the benefit of the said community (the "Redfeather Community") to at all times make their best efforts to comply at a minimum with the legal standards and regulations established from time to time for "housing for older persons" within the meaning of the Fair Housing Amendments Act of 1988, including, without limitation, 42 U.S. Code Section 3607 and related Federal Regulations, as they may be amended from time to time, applicable to housing for older persons, and, in particular, persons who are 55 years of age or older. It is accordingly intended by way of example, but not limitation, that, if the definition of "housing for older persons" in respect to communities for 55 and older is amended to provide for more restrictive occupancy standards than those set forth herein, then the Redfeather Community shall endeavor to comply with that more restrictive legal standard, to maintain compliance with law. The Association is accordingly authorized and empowered to govern the Redfeather Community in a manner which is consistent with the intent set forth herein. *By accepting ownership of a Residential Unit, subject to these restrictions, each Owner shall be deemed to have agreed without reservation that it is the duty of such Owner to comply with the provisions of this Article, and further, if a change in circumstance should occur which causes the Redfeather Community to fall out of compliance with this Article, and, as a result it is necessary under 12.6 hereof that the Owner's Residential Unit be brought into compliance, Owner shall vacate and/or otherwise terminate the disqualifying occupation of the Residential Unit.*

12.2 Occupation by Older Persons. At least eighty (80%) percent of the occupied Residential Units shall be occupied by at least one person who is 55 years of age or older. In respect to the foregoing, in the event that application of the foregoing 80% rule results in a fraction of a Residential Unit, that fraction of the Residential Unit shall be considered to be included in the number of Residential Units that must be occupied by at least one person 55 years of age or older. For purposes of the foregoing, a Residential Unit shall be deemed to be occupied by the persons who actually occupy it upon the date in question. Subject to law, the following shall also govern:

12.2.1 If an occupied Residential Unit is not occupied by a person who is 55 years of age or older, but at least 80% of all other occupied Residential Units are so occupied at the time, then the Owner of such unit shall be permitted to so occupy; and is hereby assigned the status of a "permitted non-compliant" Residential Unit which shall have and may retain that status according to seniority (from the date upon which the permitted non-compliant use was first established) relative to any other permitted non-compliant Residential Units. Such status shall be forfeit if such Residential Unit is more than temporarily vacated, or becomes occupied by a person who is 55 years of age or older. (Occupation by a short-term guest shall not cause the loss of seniority however.) The seniority status of a permitted non-compliant Residential

Unit shall be personal to the Owner thereof and shall be forfeit upon sale or transfer of the Residential Unit. Nothing in the foregoing is intended to establish an entitlement to continue a permitted non-compliant use of a Residential Unit, notwithstanding seniority status, in the event of a material change in (a) applicable law to create a more restrictive standard, or (b) the facts and circumstances under which the non-compliant use was permitted.

12.2.2 If a Residential Unit is temporarily vacant, and if the primary occupant or occupants who has/have resided therein immediately before it was vacated intend(s) to return to occupy the Residential Unit on a periodic basis, then so long as it remains temporarily vacant, the Residential Unit shall be deemed to be a Residential Unit which is occupied in the same manner as it was immediately before it was vacated for purposes of this Section 12.2.

12.3 Public Posting. The Association shall prominently post a notice in the Common Area to identify the Redfeather Community as a community intended for occupation by persons of the age of 55 years and older. No notice to that effect shall be posted which has not first been approved by the Board or by the Members of the Association. The notice shall not identify the community as an "adult community" nor as one for "adult living", nor use other similar phrases; but shall clearly and specifically state the intent.

12.4 Advertising. In any advertising of a Residential Unit for sale or for lease, whether such advertising is generally to promote sales or leasing of Residential Units or specific to a particular Residential Unit by the Owner thereof, such advertising shall prominently and clearly acknowledge that Redfeather Estates PUD is a community intended for occupation by persons of the age of 55 years or older. In the event that it becomes aware of a violation, the Association, through its Board or officers, may provide written notice to the advertising party (and the Owner of the advertised Residential Unit(s), if such party is not the advertising party) of the failure to satisfactorily comply with this section. In the event that the Owner fails or refuses to comply with this section, after such notice from the Association, the Association shall be authorized to take action to enjoin any such violation. Should it become necessary to enforce this provision by an action at law, the prevailing party shall be entitled to recover an amount equal to all of its costs and expenses, including reasonable attorney's fees.

12.5 Record keeping; Verification of Compliance by Association.

12.5.1 Record keeping. The Association shall gather and maintain adequate records regarding the information which relates to the subject of this Article and/or applicable law.

12.5.2 Inform Potential Buyers/Lesseees. It shall be the responsibility of the Owner to cause each potential buyer or lessee of a Residential Unit in the Redfeather Community to be advised of the existence of the restrictions on occupation in the Redfeather Community established pursuant to this Article. The Association may establish a reasonable procedure by which a purchaser, at the time of closing (or lessee, at the time of execution of a lease agreement), shall provide verification regarding the intended occupants of the Residential Unit. In the event that such information is provided; the Association shall use it to supplement its records.

12.5.3 Annual Verification. The Association shall cause a survey to be performed at least once each calendar year, during the first quarter thereof, to determine whether the Redfeather Community is in compliance with this Article. For that purpose, every Member agrees and shall have a duty to respond, in good faith. Any such verification survey form may request any, up to all, of the following information, and, further, any related information, regarding the occupants of each Residential Unit as of the date of the survey response. The permitted information may include, but shall not necessarily be limited to:

- (i) Name and address of Owner(s);
- (ii) Number of occupants of the Residential Unit ("Occupants");
- (iii) Names of Occupants;
- (iv) Proof of age of each Occupant over the age of 55, in the form of reliable documentation, which may include a copy of a drivers license, passport, immigration card, birth certificate, military identification, or other documentation which contains satisfactory and credible evidence of the Occupant's age; and
- (v) Date that each Occupant of the age of 55 years or older began continuous occupancy in the Residential Unit.

12.5.4 Special Verification Audits. Notwithstanding the performance of an annual audit pursuant to subsection 12.5.3, above, any group of Members representing ten (10%) percent or more of the total of the occupied Residential Units may notify the Association, in writing, that they perceive in good faith that there has been a change in circumstance (or have reason to believe that a false survey response may have been submitted), and accordingly request, by written petition, that the Association perform an investigation and/or a new compliance verification audit substantially in the form of the audit provided for under Section 12.5.3. Upon receipt of a duly submitted petition under this subsection, the Association shall promptly investigate the change and/or make provision for and conduct a compliance verification audit.

12.5.5 Audit. Within fifteen (15) days of the completion of each verification audit, the Association shall publish the results thereof to the Members of the Association in writing. The publication of the results shall set forth only conclusory data which relates to this Article, and shall not reveal any personal information disclosed on survey forms. Notwithstanding the foregoing, any Member shall have a right, upon written request, to personally or through an authorized representative inspect the records of the Association to confirm the results of any such audit.

12.5.6 Confidentiality. Each Member of the Board, as a prerequisite to serving on the Board, shall execute an appropriate agreement to the effect that any confidential information about any Owner or occupant [which information is specifically identified as "confidential" at the time provided or which, by its nature, is confidential] shall be used only for the intended purpose(s) and that such Member of the Board shall otherwise not publish or use the confidential information. As a prerequisite to making an inspection of audit records, any person may be required to execute a similar confidentiality agreement.

12.5.7 Duty to Notify Association of Sale, Lease or Change in Occupation. Each Member shall notify the Association of (i) any sale or lease of a Residential Unit; and/or (ii) of any change in occupation of the Residential Unit, the result of which is that (a) the Residential Unit is no longer in compliance with this Article (that is, pursuant to which the Residential Unit is not occupied by a person who is 55 years of age or older); or (b) a previously permitted non-compliant Residential Unit has become a compliant Residential Unit (that is, such Residential Unit is or has become occupied by a person who is 55 years of age or older).

12.6 Enforcement. The Association is and shall be hereby empowered and authorized to take such actions as it may reasonably deem appropriate or necessary to cause the Redfeather Community to comply with this Article. By way of example, but not limitation, the Association shall be authorized, in the event that the Redfeather Community has fallen out of compliance with this Article, to notify all Members, thereof, and to identify each Residential Unit which is out of compliance; and, of those, which use(s) is/are permitted non-compliant, and the seniority status of each. Where appropriate, the Association may include in that notification information which would identify the change in circumstances which caused or led to the status of noncompliance. The Board shall also have the right to notify the Owner of the Residential Unit which was the subject of the most recent change in circumstance which caused the Redfeather Community to fall out of compliance, (or if the change in circumstance is not related to a particular Residential Unit, then to notify the Owner(s) of the permitted non-compliant Residential Unit(s) with the least seniority) of that fact, and to notify such Owner(s) that such Residential Unit(s) must be brought into compliance, and/or that, in the alternative, arrangements may be made to voluntarily cause another non-compliant Residential Unit to comply. If compliance is not arranged for within a reasonable period of time, not to exceed thirty (30) days, the Association shall have the right and authority to take legal action to evict the then occupants of the subject Residential Unit(s).

12.7 Miscellaneous Provisions. Without intending limitation, the following subsections shall serve to supplement, amend or revise other sections of the Declaration, to conform with this Article regarding housing for older persons.

12.7.1 Consistent with Sections 12.1, 12.3, and 12.4, hereinabove, any person who makes reference to this Declaration is encouraged, but not required, to include in that reference a statement to the effect that "included in such Declaration are provisions consistent with the intention that Redfeather Estates, PUD, shall be an age 55 and older community."

12.7.2 Section 6.5 of the Declaration is hereby amended and superseded to read as follows:

6.5 Operation and Maintenance by Association. The Association shall provide for such maintenance and operation of the Common Areas as may be necessary or desirable to make them appropriately usable in conjunction with the Lots, and in a manner which is consistent with the intent that Redfeather Estates PUD shall be an age 55 and older community. The Association shall accordingly

keep the Common Areas clean, functional, attractive, and generally in good condition and repair, and shall maintain them to be accessible, usable, and reasonably safe for persons who are 55 years of age and older. In addition, and in a manner consistent with the foregoing, the Association shall provide for maintenance and upkeep of any portion of any Lot which lies between the extremities of the Residential Unit situated thereon and the boundaries of the Lot.

12.7.3 In reference to Section 8.1 of the Declaration, the phrase, "the planned unit residential concept" is hereby intended to include, without limitation, the concept that Redfeather Estates PUD is intended to be an age 55 and older community.

12.7.4 It is specifically acknowledged in reference to Sections 8.2 and 8.3 of the Declaration, that the intended use of Residential Units is to be consistent with the intention that the Redfeather Community shall be an age 55 and older community.

12.7.5 In respect to Section 9.1 of the Declaration, it is further provided that the Architectural Committee shall function in part to ensure that all improvements and landscaping within the Property are consistent with the concept of housing for persons 55 and older. Accordingly, any proposal, plan or specification submitted to the Architectural Committee pursuant to Section 9.2 of the Declaration shall be consistent with the foregoing, and shall not be detrimental to or contrary to that intention which is set forth in this Article.

12.7.6 All other provisions of the Declaration shall be interpreted in a manner which is consistent with the intent and requirements set forth in this Article VII.

DATED this 5 day of August, 2003.

ASSOCIATION: REDFEATHER ESTATES HOMEOWNERS ASSOCIATION, INC.

Wayne L. Niederhauser
Signature

Wayne L. Niederhauser Trustee
Print Name Title

DECLARANT: SUNRISE CAPITAL, L.L.C., by its manager, C.W. MANAGEMENT CORPORATION

By: Christopher K. McCandless
Christopher K. McCandless

Its: President

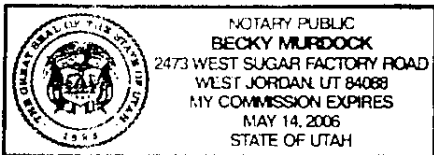
STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2003, personally appeared before me _____
_____, the signer of the above instrument, who duly acknowledge to me that he
executed the same for and on behalf of Redfeather Estates Homeowners Association, Inc., a Utah
corporation in his authorized capacity as stated.

NOTARY PUBLIC

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

On this 5th day of August, 2003, personally appeared before me Christopher K
McCandless, the signer of the above instrument, who duly acknowledged to me that he is authorized
by C.W. Management Corporation, to execute the same for and on behalf of the said corporation
Manager of Sunrise Capital, L.L.C., a Utah limited liability company, the Declarant, and that the said
Manager executed the foregoing document pursuant to its authority as Manager of Sunrise Capital,
L.L.C.



Becky Murdock
NOTARY PUBLIC

CW052803-119(i)

NOTICE OF SPECIAL MEETING

Redfeather Estates Homeowners Association, Inc.

Please take notice that a special meeting of the Members of the Redfeather Estates Homeowners Association, Inc. a Utah non-profit corporation, will be held on July 8, 2003, at 8:00 a.m., at the model home located at 11336 South Silver Charm Lane, Sandy, Utah 84092.

The purpose of the meeting will be to receive and consider adoption of the Resolutions in the enclosed Consent to Action, especially including the proposed amendments to the Declaration of Covenants, Conditions & Restrictions (CC&R's). The subject matter of the proposed amendments relates to the intent to establish Redfeather Estates PUD as an age 55 and older community; as "housing for older persons" as provided by law.

(The proposed draft of a Second Amendment to the Declaration of Covenants, Conditions and Restrictions is enclosed with this Notice.)

Section 11.3 of the CC&R's provides that any amendment to the Declaration requires the vote of at least two-thirds of the Class "A" Membership (homeowners) votes, plus the written consent of the developer. Any amendment must be recorded with the Salt Lake County Recorder. Section 11.5 of the CC&R's provides that holders of mortgages on individual lots are required to give prior written approval for any amendment which would seek to abandon or materially alter the existing arrangement established by the Declaration.

DATED this 18 day of June, 2003.

For the Board of Trustees:


Christopher K. McCandless, Trustee

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