

After Recording Return to:

**THIRD AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS & BYLAWS**  
For  
Maples at Jordan Hills  
In Salt Lake County, Utah

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions and Bylaws for Maples at Jordan Hills (hereinafter "Third Amendment") hereby amends that certain Declaration of Covenants, Conditions for the Maples at Jordan Hills, as amended, recorded on January 25, 2005 in the Salt Lake County Recorder's Office, as Entry No. 9282376 ("Enabling Declaration") and the Bylaws, as amended, recorded of even date, as Entry No. 9282374, and is adopted by the Board of Directors ("Board") for Maples at Jordan Hills Phase 8 & 10 Homeowners Association, Inc., ("Association"), for and on behalf of its members, and made effective as of the date recorded in the Salt Lake County Recorder's Office.

**RECITALS:**

(A) This Third Amendment affects and concerns the real property located in Salt Lake County, Utah, and more particularly described in the attached **Exhibit "A"** ("Property").

(B) On or about January 25, 2005, the Bylaws for The Maples at Jordan Hills Phase 10 Homeowners Association, Inc. ("Bylaws") were recorded in the Salt Lake County Recorder's Office as Entry No. 9282374.

(C) On or about January 25, 2005, the Declaration of Covenants, Conditions and Restrictions for the Maples at Jordan Hills ("Enabling Declaration") was recorded in the Salt Lake County Recorder's Office as Entry No. 9282376.

(D) On or about February 14, 2006, the First Amendment to Declaration of Covenants, Conditions and Restrictions was recorded in the Salt Lake County Recorder's Office as Entry No. 9637245 ("First Amendment").

(E) On or about July 11, 2008, the Second Amendment of Declaration of Covenants, Conditions and Restrictions for the Maples at Jordan Hills Phase 8 & 10 ("Second Amendment") was recorded in the Salt Lake County Recorder's Office as Entry No. 10476610.

(F) Pursuant to Utah Code § 57-8a-104, Article 11.9 of the Enabling Declaration, and Article XII of the Bylaws, the approval of two-thirds of the members if required to amend the Enabling Declaration & Bylaws.

## **CERTIFICATION**

By signing below, the President and Secretary hereby certify that the Association has obtained the requisite approval or written consent approving and consenting to the recording of this Third Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Association hereby makes and executes this Third Amendment, which shall be effective as of its recording date.

## **COVENANTS, CONDITIONS AND RESTRICTIONS**

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

2. No Other Changes. Except as otherwise expressly provided in this Third Amendment, the Enabling Declaration, Bylaws, and subsequent amendments, remain in full force and effect without modification.

3. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read the Third Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the Third Amendment acting in said capacity.

4. Conflicts. In the case of any conflict between the provisions of this Third Amendment and the provisions of the Enabling Declaration, Bylaws and prior amendments, the provisions of this Third Amendment shall in all respects govern and control. In the case of any existing provision with the Enabling Declaration, Bylaws, or prior amendments that could be interpreted as prohibiting the modifications set forth in this Third Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this Third Amendment.

## **AMENDMENTS**

5. Reinvestment Fee Covenant. A Reinvestment Fee shall be charged in the amount of one-quarter (1/4) of one percent (0.0025%) of the sales price of a dwelling shall be paid to the Association at the time of transfer of ownership of a dwelling. Such amount shall be in addition to any pro rata share of Assessments due and adjusted at settlement. The existence of this Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of this reinvestment fee is to benefit the burdened property and the Association by facilitating the maintenance of the Common Areas, facilities and/or Association expenses and improvements.

6. Energy Conservation & Solar Equipment. No solar energy panel, device, solar energy collectors, other energy conservation equipment or attendant hardware shall be installed within the Property without the prior, written consent of the Board of Directors. The Board of Directors may, by resolution, establish the procedure, requirements and requisite information, consistent with the Utah Community Association Act, to be provided in conjunction with an

application for said energy conservation equipment.

7. [Intentionally Omitted]

8. Notice of Meetings. Article III, Section 3 of the Bylaws is hereby deleted in its entirety and replaced with the following:

3.3 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via email or other electronic communication. Notice shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner at the email or electronic address provided by the Owner to the Board. Said notice is effective upon depositing the notice in the mail or sending the email or electronic communication. Such notice shall specify the location, date and time of the meeting, and, in the case of a Special Meeting, the purpose of the meeting.

Upon becoming an Owner of the Association or upon the written request of the Association, Owners shall provide a valid email address for purpose of notification related to the Association unless the Owner has opted out by providing a written request to the Association for notice by U.S. mail.

9. [Intentionally Omitted]

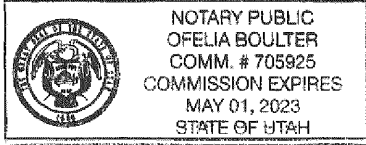
Maples Phases 8 & 10 Homeowners Association, Inc., a Utah non-profit corporation

John Painter  
By: \_\_\_\_\_  
Its: President, Board of Directors

STATE OF UTAH                    )  
  : ss  
COUNTY OF Wasatch

On this 24<sup>th</sup> day of December, 2019, personally appeared before me John Painter, who being by me duly sworn, did say that he/she is the President of the Board of Directors for Maples Phases 8 & 10 Homeowners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

[Signature]  
Notary Public



**Exhibit A**  
**Legal Description**

Phase 10:

Lots numbered 1001 through and including 1063, all as shown on the plat entitled, "Final Plat for the Maples at Jordan Hills Phase 10", recorded with the Recorder's Office on September 13, 2004 in Book No. 2004P, Page 262.

Common Areas: Those areas described on the plat entitled "Final Plat for the Maples at Jordan Hills Phase 10", recorded with the Recorders Office on September 13, 2004 in Book NO. 2004P, Page 262.

1001	20-27-451-019-0000	1032	20-27-456-006-0000
1002	20-27-451-020-0000	1033	20-27-456-003-0000
1003	20-27-451-028-0000	1034	20-27-456-004-0000
1004	20-27-451-027-0000	1035	20-27-456-010-0000
1005	20-27-451-026-0000	1036	20-27-456-009-0000
1006	20-27-451-025-0000	1037	20-27-456-008-0000
1007	20-27-451-017-0000	1040	20-27-456-002-0000
1008	20-27-451-018-0000	1041	20-27-458-011-0000
1009	20-27-451-015-0000	1042	20-27-458-002-0000
1010	20-27-451-016-0000	1043	20-27-458-003-0000
1011	20-27-451-024-0000	1044	20-27-458-012-0000
1012	20-27-451-023-0000	1045	20-27-458-013-0000
1013	20-27-451-022-0000	1046	20-27-458-004-0000
1014	20-27-451-021-0000	1047	20-27-458-005-0000
1015	20-27-451-013-0000	1048	20-27-458-014-0000
1016	20-27-451-014-0000	1049	20-27-458-015-0000
1017	20-27-456-020-0000	1050	20-27-458-006-0000
1018	20-27-456-019-0000	1051	20-27-458-007-0000
1019	20-27-456-013-0000	1052	20-27-458-016-0000
1020	20-27-456-014-0000	1053	20-27-458-008-0000
1021	20-27-456-015-0000	1054	20-27-458-009-0000
1022	20-27-456-016-0000	1055	20-27-458-010-0000
1023	20-27-456-022-0000	1056	20-27-457-001-0000
1024	20-27-456-021-0000	1057	20-27-457-002-0000
1025	20-27-456-024-0000	1058	20-27-457-004-0000
1026	20-27-456-023-0000	1059	20-27-457-003-0000
1027	20-27-456-017-0000	1060	20-27-457-005-0000
1028	20-27-456-018-0000	1061	20-27-457-006-0000
1029	20-27-456-012-0000	1062	20-27-457-008-0000
1030	20-27-456-011-0000	1063	20-27-457-007-0000
1031	20-27-456-005-0000		

Phase 8:

Lots numbered 801 through and including 858, all as shown on the plat entitled "Final Plat for The Maples at Jordan Hills Phase 8", recorded with the Recorder's Office on February 9, 2006 in Book No. 2006P, Page 31.

Common Areas: Those areas described on the plat entitled "Final Plat for The Maples at Jordan Hills Phase 8", recorded with the Recorder's Office on February 9, 2006 in Book No. 2006P, Page 31.

801	20-27-376-021-0000	830	20-27-379-002-0000
802	20-17-376-020-0000	831	20-27-379-004-0000
803	20-27-376-018-0000	832	20-27-379-003-0000
804	20-27-376-019-0000	833	20-27-378-006-0000
805	20-27-376-017-0000	834	20-27-378-005-0000
806	20-27-376-016-0000	835	20-27-378-002-0000
807	20-27-376-014-0000	836	20-27-378-003-0000
808	20-27-376-015-0000	837	20-27-378-001-0000
809	20-27-376-013-0000	838	20-27-378-004-0000
810	20-27-376-012-0000	839	20-27-380-001-0000
811	20-27-376-010-0000	840	20-27-380-002-0000
812	20-27-376-011-0000	841	20-27-380-006-0000
813	20-27-376-009-0000	842	20-27-380-005-0000
814	20-27-376-008-0000	843	20-27-380-008-0000
815	20-27-376-006-0000	844	20-27-380-007-0000
816	20-27-376-007-0000	845	20-27-380-003-0000
817	20-27-376-005-0000	846	20-27-380-004-0000
818	20-27-376-004-0000	847	20-27-381-001-0000
819	20-27-376-002-0000	848	20-27-381-002-0000
820	20-27-376-003-0000	849	20-27-381-004-0000
821	20-27-377-005-0000	850	20-27-381-003-0000
822	20-27-377-001-0000	851	20-27-383-001-0000
823	20-27-377-002-0000	852	20-27-383-002-0000
824	20-27-377-006-0000	853	20-27-383-004-0000
825	20-27-377-007-0000	854	20-27-383-003-0000
826	20-27-377-003-0000	855	20-27-382-004-0000
827	20-27-377-004-0000	856	20-27-382-003-0000
828	20-27-377-008-0000	857	20-27-382-001-0000
829	20-27-379-001-0000	858	20-27-382-002-0000