

When Recorded, Return to:
Holladay Oaks Home Owners' Association
c/o Nancy Lyon-Gray
1933 E. Holladay View Place
Salt Lake City, UT 84117

Tax Parcels Nos.: See Exhibit "A"

10125127
06/07/2007 02:44 PM \$31.00
Book - 9475 Pg - 2076-2081
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
HOLLADAY OAKS HMNRS ASSN
1933 E HOLLADAY VIEW PLACE
C/O NANCY LYON-GRAY
SALT LAKE CITY UTAH 84117
BY: SAM, DEPUTY - WI 6 P.

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS
OF
HOLLADAY OAKS, P.U.D.
(A Planned Unit Development)**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS is made and executed as of 7 June, 2007 by **HOLLADAY OAKS HOME OWNERS' ASSOCIATION**, a Utah Corporation ("**Declarant**").

Declarant hereby amends the Declaration of Covenants, Conditions & Restrictions of Holladay Oaks P.U.D. dated _____ and recorded on _____ as Entry No. _____ in Book _____ at Page _____, est. seq. (the "**Declaration**") as set forth herein.

- 1. The following provisions of the Declaration are hereby amended as follows:

**ARTICLE VI
RESTRICTIONS ON USE**

6.2 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on, in, or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to Owners. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property. No colored (particularly red) light bulbs may be placed in the houses permanent exterior fixtures except during the Christmas season and then only if it is in good taste. No trash, garbage, or other waste or unsightly materials shall be left outside of any enclosed structure. Garage doors are to be kept closed when not in use. Garbage cans are to be stored in garages when not in use and shall be stored in garage in a timely manner after trash pick-up. No garage sales shall be conducted within the community.

6.6 No Obstructions, Parking. There shall be no obstruction of the Common Areas or shared driveways. Except with the prior written consent of the Association, Owners shall neither store nor leave any of their property in the Common Areas. Owners' vehicles are to be parked in their garages and/or driveways when not in use. Guest parking is permitted in driveways and/or visitor parking spaces for a reasonable amount of time. Extended guest parking will be allowed

with the written consent of the Association. If the rule is broken, a written warning will be delivered to the Owner that the vehicle will be towed within 48 hours if it is not removed.

6.11 No Rental or Leases. (Replace entire paragraph) No Owners may rent or lease their Lots at any time.

ARTICLE VIII CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

8.5 Rules and Regulations. The Association, by action of the Board, may make reasonable rules and regulations governing the use of the Lots and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations of Owners arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Association shall be entitled to recover its costs, including reasonable attorney's fees, from the offending Owner. A fine schedule shall implemented as follows: \$10/per day per offense billable to the Owner.

ARTICLE IX ASSESSMENTS

9.2 Regular Assessments.

(a) **Common Expenses.** Post-Declarant, regular assessments shall be computed and addressed against all Lots in the Project as follows:

(iii) **Annual Assessments.** The Association shall establish a regular, equal monthly assessment to be paid by each Owner (the "**Common Expense Fund**"). The dates and manner of payment shall be determined by the Association. The foregoing method of assessing the Common Expenses to the Owners may be altered by the Association so long as the method it adopts is consistent with good accounting practice and requires that the portion of Common Expenses borne by each Owner be equal. Monthly assessments will be due at the 1st of each month with a ten (10) day grace period. Any payments made after that date will be assessed a late fee of \$10 plus interest at the rate of one and one-half percent (1-1/2%) per month from the date it becomes due and payable until paid. Payments are to be deposited in the HOA box near the mailboxes. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Lot for such assessment.

2. Except as so amended, the Declaration shall remain as presently constituted.

EXECUTED to be effective as of the date first appearing above:

HOLLADAY OAKS HOMEOWNERS' ASSOCIATION,
a Utah corporation.

By: *Nancy Lyon-Gray*
Nancy Lyon-Gray, Its Director/President

Printed Name: Nancy Lyon-Gray

By: *Kristin Petron*
Kristin Petron, Its Director/Vice President

Printed Name: Kristin Petron

By: *Robyn Olsen*
Robyn Olsen, Its Director/Treasurer

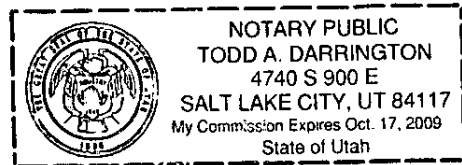
Printed Name: Robyn Olsen

STATE OF UTAH;

COUNTY OF SALT LAKE:

On 7 June, 2007 personally appeared before me Nancy Lyon-Gray as President of Holladay Oaks Homeowners' Association who duly acknowledged to me that she executed the foregoing instrument in the capacity indicated.

NOTARY PUBLIC: *Todd A. Darrington*

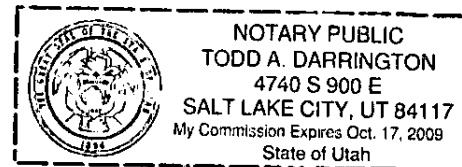


STATE OF UTAH;

COUNTY OF SALT LAKE:

On 7 June, 2007 personally appeared before me Kristin Petron as Vice President of Holladay Oaks Homeowners' Association who duly acknowledged to me that she executed the foregoing instrument in the capacity indicated.

NOTARY PUBLIC: *Todd A. Darrington*



STATE OF UTAH;

COUNTY OF SALT LAKE:

On 7 June, 2007 personally appeared before me Robynn Olsen as Treasurer of Holladay Oaks Homeowners' Association who duly acknowledged to me that she executed the foregoing instrument in the capacity indicated.

NOTARY PUBLIC:  _____

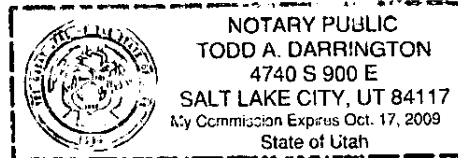


EXHIBIT "B"
 HOLLADAY OAKS - PUD
 Fencing and Parking

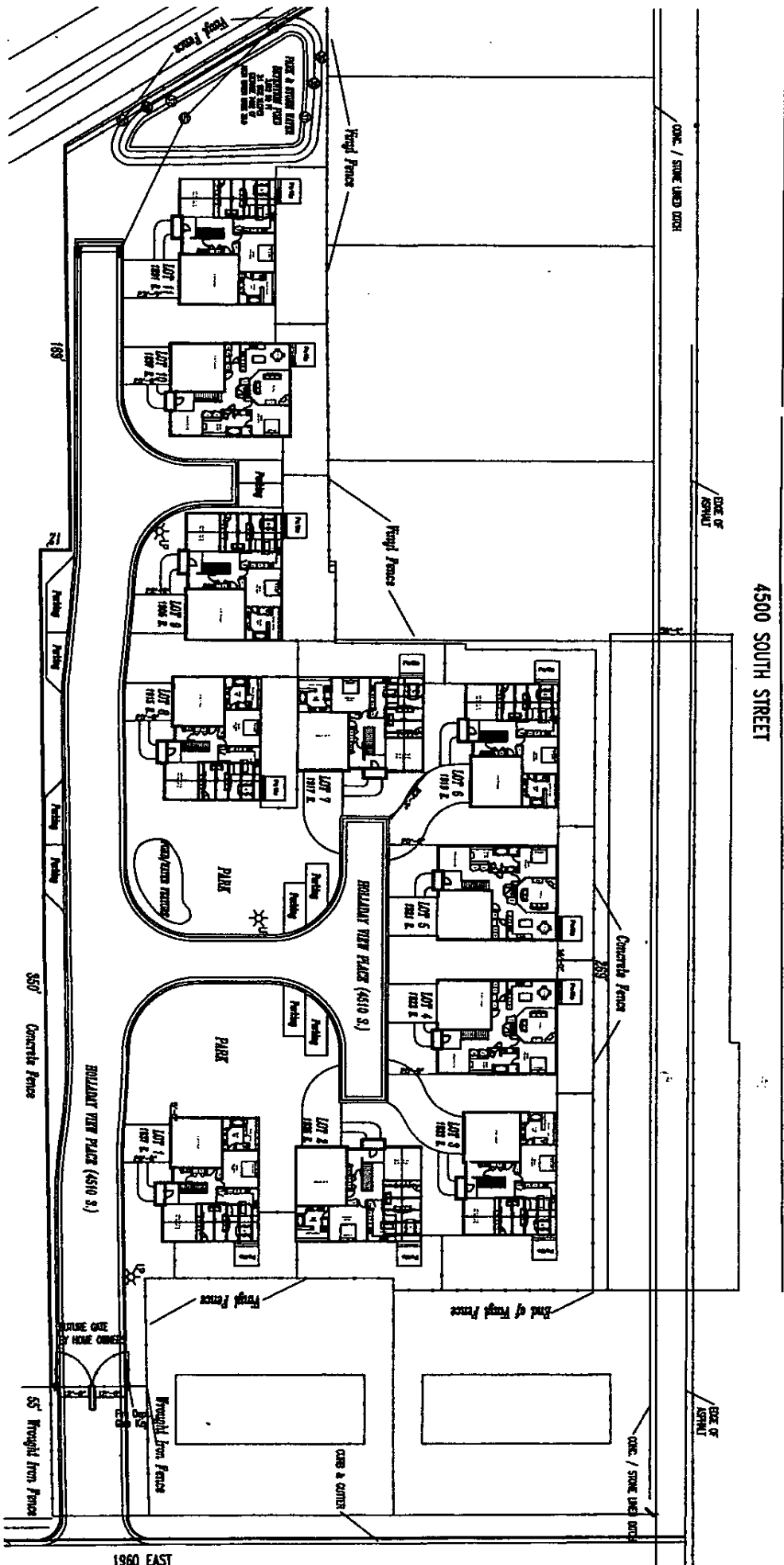


EXHIBIT A

LEGAL DESCRIPTION

Holladay Oaks PUD

All of Holladay Oaks, Planned Unit Development., as identified in the Plat of said Development, recorded in Salt Lake County, Utah, as Entry No. 9136592, in Book 9021, at Page 8071. TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot.

Said Holladay Oaks being situated on a parcel of land more particularly described as:

Beginning at a point South 10°25'00" West to a brass cap monument at the intersection of 4500 South Street and Holladay Boulevard 251.10 feet and West along the monument line of 4500 South Street 433.18 feet from the East Quarter Corner of Section 4, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 142.30 feet; thence West 5.00 feet; thence South 102.30 feet; thence North 89°00'00" East 100.00 feet; thence South 40.00 feet; thence South 89°00'00" West 405.05 feet; thence North 12.60 feet; thence South 89°00'00" West 169.03 feet; thence North 31°00'36" West 126.92 feet; thence East 106.46 feet; thence North 89°25'03" East 130.68 feet; thence North 0°17'14" West 5.80 feet; thence North 89°47'25" East 35.26 feet; thence North 50.44 feet; thence East 2.53 feet; thence North 54.00 feet; thence West 3.93 feet; thence North 56.05 feet; thence East 168.95 feet; thence North 3.75 feet; thence East 104.47 feet to the point of beginning.

The following is shown for information purposes only: Tax ID No.'s: 22-04-429-023, through and including 22-04-429-034