

After Recording Return To:  
**Richards & Kimble, P.C.**  
 2040 E. Murray-Holladay Rd., Suite 102  
 Salt Lake City, UT 84117

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 Book - 9723 Pg - 6295-6298  
**GARY W. OTT**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 RON MELTON  
 10658 FOLIAGE LN  
 SOUTH JORDAN UT 84095  
 BY: KLD, DEPUTY - WI 4 P.

**FIRST AMENDMENT TO  
 THE HOMEOWNERS ASSOCIATION  
 COVENANTS, CONDITIONS AND RESTRICTIONS  
 OF  
 THE ARBORS, CONDOMINIUMS,  
 PHASE 1, PHASE 2 & PHASE 3  
 (A CONDOMINIUM CONTAINING CONVERTIBLE LAND)**

**This Amendment to the Homeowners Association Covenants, Conditions and Restrictions ("Declaration") that established a condominium project known as The Arbors, Condominiums is made on the date evidenced below by The Arbors, Condominiums Homeowners Association ("Association").**

RECITALS

A. Certain real property in Salt Lake County, Utah, known as The Arbors, Condominiums, was subjected to certain covenants, conditions, and restrictions pursuant to a "Homeowners Association Covenants, Conditions and Restrictions of The Arbors, Condominiums, Phase 1" ("Phase 1 Declaration"), recorded July 5, 2002, as Entry No. 8284855 in the Recorder's Office for Salt Lake County, Utah;

B. The Phase 1 Declaration was amended by the "Homeowners Association Covenants, Conditions and Restrictions of The Arbors, Condominiums, Phase 1 & Phase 2 Supplement" ("Phase 1 & Phase 2 Supplement Declaration") and was recorded on June 11, 2003, as Entry No. 8684486 in the Salt Lake County Recorder's Office, Utah;

C. The Phase 1 & Phase 2 Supplement Declaration was amended by the "Homeowners Association Covenants, Conditions and Restrictions of The Arbors, Condominiums, Phase 1, Phase 2 & Phase 3 Supplement" ("Phase 1, Phase 2 & Phase 3 Supplement Declaration") and was recorded on May 12, 2005, as Entry No. 9375033 in the Salt Lake County Recorder's Office, Utah;

D. This Amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto, as described in **Exhibit "A."**

E. This First Amendment is intended to clarify and strengthen the current assessment provisions of the Association in enabling the Board to increase assessments as necessary to

provide for and maintain the common areas of the Association;

F. Pursuant to Article X, Section 10.3 of the Declaration, the Management Committee hereby certifies that votes representing at least two-thirds (2/3) of all Class A votes in the Association have affirmatively approved this Amendment and the written consent of the Developer has been received.

**NOW, THEREFORE**, the Association, by and through its Board of Directors, hereby amends the Declaration to supercede and replace, in its entirety, Article V, Sections 5.3 & 5.9 of the Declaration and to include in Article V of the Declaration, Section 5.11, Annual Assessments, and Section 5.12, Annual Budget.

#### **ARTICLE V. ASSESSMENTS**

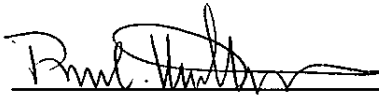
- 5.3 **Maximum Annual Assessment.** The maximum annual assessment may be increased each calendar year by not more than fifteen percent (15%) above the annual assessment for the previous year without the affirmative vote of the majority of Owners entitled to vote.
- 5.7 **Monthly Assessment Due Dates.** The first monthly and special assessments provided for herein shall commence and be paid to the Association at the Title Company at the closing of the property by owner. Each monthly assessment thereafter shall be due on the first day of each subsequent month during the fiscal year.
- 5.9 **Effect of Non-Payment - Remedies.** Any assessment not paid when due shall, together with the hereinafter provided for interest and cost of collection, be constitute and remain a continuing lien on the Lot. The person who is the Owner of the Lot at the time the assessment falls due shall be and remain personally liable for payment. Such personal liability shall not pass to the Owners successors in title unless expressly assumed by them. If the assessment is not paid within fifteen (15) days after the date on which it becomes delinquent, the amount thereof shall bear interest at a rate of ten percent (10%) per annum, shall be subject to late fees as established by a schedule of fines adopted by the Board of Directors, and the Association may bring an action either against the Owner who is personally liable or to place a lien against the Lot. Any judgment obtained by the Association shall include reasonable attorney's fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.
- 5.11 **Annual Assessments.** Annual assessments shall be computed and assessed against all Lots in the Development based upon advance estimates of the Association's cash requirements to provide for payment of the cost of those items set forth in Section 5.2. The Annual Assessment shall be payable on a monthly


basis pursuant to Section 5.7. Each Lot shall be subject to such Monthly Assessment of not more than one one-hundred twelfths (1/112) of the annual assessment.

5.12 Annual Budget. Annual assessments shall be determined on the basis of a fiscal year beginning January 1 and ending December 31 next following. On or before December 15 of each fiscal year, the Association shall prepare and furnish to each Owner an operating budget for the upcoming fiscal year. The operating budget for the first fiscal year shall be prepared and furnished to each Owner within thirty (30) days of such Owner's initial purchase. The budget shall itemize the estimated cash requirements for such fiscal year, anticipated receipts, reserves and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the annual assessments for the upcoming fiscal year and as the major guideline under which the community shall be operated during such annual period.

IN WITNESS WHEREOF, THE ARBORS, CONDOMINIUMS HOMEOWNERS ASSOCIATION has executed this First Amendment to the Declaration as of the 8<sup>th</sup> day of May, 2009.

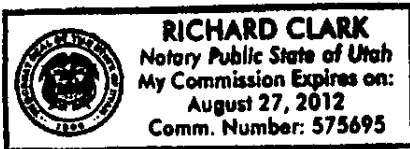
**THE ARBORS, CONDOMINIUMS HOMEOWNERS ASSOCIATION**


  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

STATE OF UTAH            )  
                                      ) :ss  
County of Salt Lake     )

On the 8<sup>th</sup> day of May, 2009, personally appeared before me Ronald C. Melton, Jr. and Shay W. Meurer who, being first duly sworn, did that say that they are the President and Secretary of The Arbors, Condominiums Homeowners Association and that the seal affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed in behalf of said Association by authority of its Board of Directors; and each of them acknowledged said instrument to be their voluntary act and deed.



  
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Notary Public for Utah

**EXHIBIT "A"**

**THE ARBORS, CONDOMINIUMS  
PHASE 1, PHASE 2 & PHASE 3**

Legal Description

27-15-404-001-THRU - 007  
27-15-403-002-THRU - 007  
27-15-426-008-THRU - 035  
27-15-~~403~~ 403-001, 403-017