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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 5 P.

**FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR TRIMBLE MANOR SUBDIVISION**

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
TRIMBLE MANOR SUBDIVISION**

This First Amendment to Declaration of Covenants, Conditions, and Restrictions for Trimble Manor Subdivision hereinafter referred to as this "Amendment" is made and executed this 12th day of September, 2019, by Castlewood- Trimble Manor, LLC, a Utah limited liability company, hereinafter referred to as the "Declarant."

1. RECITALS.

1.1. Declarant is the developer and owner of a community located in Salt Lake County, Utah known as the Trimble Manor Subdivision (the "Project"), which Project is governed by the Declaration of Covenants, Conditions, and Restrictions for Trimble Manor Subdivision executed by Castlewood- Trimble Manor, LLC and recorded with the Salt Lake County Recorder's Office on August 20, 2019, as Entry No. 13055718, Book No. 10818, Pg. 6896-6964 (the "CC&Rs").

1.2. As set forth in Sections 1.24 and 12.2 of the CC&Rs, Declarant has the unilateral right to amend the CC&Rs without the consent of any other Owners until such time as Declarant shall see fit to transfer administrative control to the Owners, but in no event such Period of Declarant's Control extend beyond the date which is one hundred twenty (120) days after one hundred percent (100%) of the Lots in the Project have been conveyed to individual residential purchasers (which shall not include entities affiliated with Declarant). Declarant has not transferred administrative control to the Owners and Declarant currently owns Lots in the Project. Accordingly, Declarant is entitled to unilaterally amend the CC&Rs.

1.3. Declarant desires to amend the CC&Rs as set forth below. This Amendment shall apply to the Project as it now exists as well and to any and all future phases and additional land and additional phases of the Project. The covenants, conditions and restrictions contained in this Amendment shall be enforceable equitable servitudes and shall run with the land.

NOW, THEREFORE, the Declarant hereby amends the CC&Rs for this Project as follows:

2. DEFINITIONS.

Unless the context clearly indicates otherwise, the capitalized terms in this Declaration shall have the meanings given to them in the CC&Rs.

3. AMENDMENTS.

The following provisions are incorporated into and made a part of the CC&Rs:

3.1. Section 4.3.5 is added to the CC&Rs as follows:

The initial buyer/Owner of a Lot from the Declarant, and each subsequent Owner of a Lot (the “**New Owner**”), shall be obligated to pay the Association a Reinvestment Fee, payable at the closing of each such Owner’s purchase of the Lot. If not paid at the closing of such Owner’s purchase of a Lot, the Reinvestment Fee shall be due and payable to the Association within the first calendar month of new ownership of a Lot. The initial amount of the Reinvestment Fee shall be \$650.00. The Reinvestment Fee shall be dedicated to meeting the Association’s obligations and benefitting the Property and may be used for any Association purpose allowed by law. The amount of the Reinvestment Fee shall be fixed and, from time to time adjusted, by the Declarant during the Period of Declarant’s Control and thereafter by the Board. The Association shall have a lien against the Lot of the New Owner to secure payment and collection of the Reinvestment Fee. The lien securing payment of the Reinvestment Fee shall be enforceable in the same manner and in all respects as the lien securing payment of assessments as provided in the other provisions of this Declaration. The obligation to pay the Reinvestment Fee shall be a personal and continuing obligation of the New Owner, regardless of whether the New Owner acquired title to the Lot by regular conveyance, pursuant to a foreclosure sale (judicial or non-judicial), by inheritance or probate, or otherwise. The provisions of this Section 4.3.5 shall be interpreted and enforced in a manner that complies with the provisions pertaining to “reinvestment fee covenants” in Sections 57-1-46 et seq. of the Utah Code, as the same may be amended. The provisions of this Section 4.3.5 are intended to run with the land of the Lots, and to be binding upon all successors and assigns, and inure to the benefit of the Association

4. EFFECT OF AMENDMENT.

The CC&Rs, as amended by this Amendment, shall remain in full force and effect. This Amendment shall apply to the Project, as it now exists, and to any and all additional land or additional phases of the Project that may be developed in the future. This Amendment shall take effect when recorded in the Salt Lake County Recorder's Office. This Amendment shall be recorded against all of the same land currently encumbered by the CC&Rs.

[Signature on following page]

IN WITNESS WHEREOF, the Declarant has executed this instrument this 12th day of September, 2019.

DECLARANT:

Castlewood- Trimble Manor, LLC, a Utah limited liability company

By: Jeffrey A. Duke
Its: Manager

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

The foregoing instrument was acknowledged before me this 12th day of September, 2019, by Jeffrey A. Duke, as an authorized officer of Castlewood- Trimble Manor, LLC, a Utah limited liability company.

Lisa Marie Tomlin
NOTARY PUBLIC

SEAL:



EXHIBIT A

(Property Description and Parcel Numbers)

Lots 101 through 133, Parcels A through C, inclusive, TRIMBLE MANOR, according to the official plat thereof, filed for record in the office of the Salt Lake County Recorder on August 13, 2019 as Entry No. 13050447 in Book 2019P at Page 127.

Parcel Nos.: 27-02-307-001, 27-02-326-039 through 044, 27-02-327-008 through 014, 27-02-330-001 through 009, 27-02-353-006, 27-02-376-049 through 055, 27-02-378-025 through 029
(for reference purposes only)