

After recording return to:  
Eagle Mountain Links, LLC  
4128 E. Clubhouse Lane  
Eagle Mountain, Utah 84005

## Amendment of Declaration of Covenants Conditions and Restrictions for Southmoor Subdivision Phase 1

Eagle Mountain Links, LLC as the Declarant under that certain Declaration of Covenants Conditions and Restrictions for Southmoor Subdivision Phase 1, recorded October 1, 2007 as instrument number 142250 of the official records of the Utah County Recorder, hereby amends the said Declaration of Covenants Conditions and Restrictions as follows.

1. Background. "Declaration" means the Declaration of Covenants Conditions and Restrictions for Southmoor Subdivision Phase 1. "Subdivision" means "Southmoor Subdivision Phase 1." The Subdivision consists of all the lots in Utah County state of Utah inclusive of the Southmoor Phase 1 Subdivision (lots 201-229, 254, 255 and 258-276 at Eagle Mountain, according to the official plat thereof on file with the office of the Utah County Recorder. Eagle Mountain Links LLC owns 48 of the 50 lots within the subdivision as of the date of this amendment. Declarant has the authority to amend the Declaration because its period of control defined by the Declaration is still in effect.

2. Declarant amends section 3.05 of the Declaration by striking certain language shown as stricken through and replacing the stricken language with underlined language as follows--

SECTION 3.05 **Floor Space.** The minimum square footage (of finished living space) of each single story dwelling unit shall be 1,450 ~~1,600~~ square feet above ground, and any 2-story dwelling unit shall have a minimum of 1,950 ~~2,000~~ square feet (of finished living space) above ground.

3. Declarant amends section 9.09 of the Declaration by striking certain language shown as stricken through and replacing the stricken language with underlined language as follows--

SECTION 9.09. **Association Annual Assessments.** Commencing on January 1, 2007, and Annual Assessment shall be made against each Lot when a homeowner closes on their home. The first year's due shall be collected at closing for the purpose of paying (or crating a reserve for) Common Expenses. The initial Association Annual Assessment for all Lots, except any Lot owned by Declarant, shall be Nineteen Dollars (\$19.00) ~~Twenty Dollars (\$30.00)~~ per Lot. Thereafter, the homeowner's dues will be payable on a monthly basis, or whatever payment schedule is decided by the Association (i.e. monthly or quarterly).

4. Declarant amends section 11.03 of the Declaration by striking certain language shown as stricken through and replacing the stricken language with underlined language as follows—

SECTION 11.03. **Basis and Payment of Master Association Annual Assessments.**

A. The Master Association annual assessments with respect to each Lot shall be estimated by the Board prior to the conveyance of the first Lot and shall be payable in advance in annual installments, or in such other installments as the Board may determine. It is estimated that the annual assessment for the Master Association in 2010 ~~2007~~ will be \$372 ~~\$180~~, or \$31 ~~\$15~~ per month.

5. Declarant has give at least ten (10) days written notice to each owner of a Lot then subject to the Declaration of the time and place of a hearing to be held to consider the amendment set forth above. Declarant hereby certifies that the above mentioned notice and hearing was given and held, that the said Amendment was approved by vote of the Owners at the said hearing, and that Declarant did not within twenty-five (25) days after said hearing receive written objections to the amendment from the owners of seventy-five percent (75%) or more of said Lots, and that therefore upon the recordation of this certificate the above and foregoing Amendment will take effect.

Eagle Mountain Links, LLC. A limited liability company

By *Mark R. Brennan*  
Name MARK R. BRENNAN  
Title VICE PRESIDENT  
Date 4/9/2010

STATE OF UTAH )  
 : SS  
COUNTY OF UTAH )

On the 9<sup>th</sup> day of April, 2010, personally appeared before me Mark R. Brennan who acknowledged that he executed the foregoing as Vice President of Eagle Mountain Links, LLC, a limited liability company

*Jodie Neff*  
Notary Public

My commission expires:

Residing at: 1841E 4625 So. SLC, UT

