

After Recording Return To:
Carolyn Landon, President
Carter Crossing HOA
2453 West 230 South
Provo UT 84601

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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 May 04 12:35 pm FEE 58.00 BY LH
RECORDED FOR CARTER CROSSING HOA

**AMENDMENT TO
THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
OF CARTER CROSSING SUBDIVISION PLAT A**

This Amendment to the Declaration of Protective Easements, Covenants, Conditions and Restrictions of CARTER CROSSING SUBDIVISION (the "Declaration") that established the Carter Crossing subdivision, Plat A is made this 3rd day of May, 2006 by the Carter Crossing Owners Association (the "Association").

RECITALS

A. Certain real property in Utah County, Utah, known as Carter Crossing Subdivision, Plat A, was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration dated June 20, 2000, and recorded as Entry No. 48280:2000 in the Recorder's Office for Utah County, Utah;

B. This amendment shall be binding against all of the property described in the Declaration and any annexation, expansion or supplement thereto.

C. Pursuant to Article XIII, Sections 13.02 and 13.03 of the Declaration, owners representing more than sixty percent (60%) of the voting rights have signed consents approving this Amendment said consents are on record with the Association.

NOW, THEREFORE, The Association, by and through its Board of Directors, hereby amends the Declaration to read as follows:

4.01 **Maintenance and Repairs.** Each Owner shall at the Owner's own cost maintain the Owner's Lot and any improvements constructed thereon in good repair at all times. In the event of the damage or destruction of any Residence, the Owner of the Lot on which such Residence is situated shall either rebuild the same within a reasonable time or shall raze the remains thereof so as to prevent the unsightly appearance and dangerous condition of a partially destroyed building in the Development. The remodeling, rebuilding, or modification of any Residence exteriors or parts thereof must be submitted to the ACC and approved by a majority of the members thereof, pursuant to its procedures.

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4.02 **Maintenance of Parking Strip.** Each Owner shall also maintain the strip of real property (the "Parking Strip") between the Owner's Lot and the street and curb in front of the Owner's Lot. Without limitation of the generality of the foregoing, each Owner shall maintain any trees planted in the Parking Strip in connection with the initial development of the Development and shall replace any such tree that becomes diseased or unsightly with a healthy tree,

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6.03(c) Except as set forth in rules and regulations adopted by the Board pursuant to Section 11.03 of this Declaration, campers, boats, boat-trailers, house-trailers, automobiles, trucks, motor-homes, horse trailers, or other trailers shall not be parked or stored on streets or other areas in open view within the Development. Likewise, with the exception of automobiles and small- to mid-size trucks, they shall not be parked or stored in excess of two (2) days in driveways. Any of the above vehicles, or any part thereof, not in actual use shall be stored or placed in a garage, on a concrete parking pad on the side of or behind the house, behind a fence, or behind any other walled-off or enclosed space.

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6.03(g) No rubbish shall be stored or allowed to accumulate anywhere in the Development, except in sanitary containers. "Rubbish" shall include, but not be limited to bushes or weeds, household wastes, and automobiles, campers, trailers, boats, or parts thereof, which have been in a state of disrepair or unassembled for a period exceeding eight (8) days. Trash, garbage, and other wastes shall be kept in sanitary containers, maintained in a clean and sanitary condition, and stored in garages screened by adequate planting or fencing so as to be concealed from view of neighboring Lots and streets, or they may be placed along the side of the house or in the back yard; they may not be placed in front yards.

6.03(h) No external radio, citizen's band, ham radio or any similar transmitting and/or receiving antennas or equipment shall be placed upon any Lot, Residence, or other structure within the Development; provided, however, that television and radio antennas or other electronic reception devices may be erected so long as they shall be completely erected, constructed, and placed within the enclosed area of the dwelling or garage on the Lot. Exceptions must first be approved in writing by the ACC. Any installation of a satellite reception dish larger than three feet in diameter shall not be allowed. If at all possible, it is recommended that any satellite reception dish three feet or less in diameter, be located so that it is obscured from view of the street and neighbors by fencing, plants, or tasteful construction to obscure the dish.

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6.04 **Landscaping.** All yards (front, rear, and side) must be landscaped within 18 months of the issuance of the Certificate of Occupancy by Provo City. Chain-link fencing will not be allowed. Landscaping shall be deemed to include grass, shrubbery, trees, and an underground sprinkling system capable of properly irrigating the front, side, and rear yards. All owners will keep and maintain their yards in a neat, clean, and orderly condition and appearance at all times. Without limitation of the generality of the foregoing, the Owners shall maintain all landscaping and yards by watering, fertilizing, lawn mowing, weed extraction, pruning, and leaf and snow removal.

7.01 **Architectural Control Committee.** The Board of the Association shall appoint a three-member Architectural Control Committee, the function of which shall be to ensure that all improvements and landscaping within the Development harmonize with existing surroundings and structures. If such a ACC is not appointed, the Board itself shall perform the duties required of the ACC.

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7.04 **Approval Procedure.** Any plans and specifications submitted to the ACC shall be approved or disapproved by it in writing within thirty (30) days after submission; provided, however, that plans and specifications for any replacement structure to be constructed in substantially the same configuration, location, architectural style and to be of substantially the same size as its predecessor shall be approved or disapproved within twenty (20) days after submission. In the event the ACC fails to take any action within such specified periods, it shall be deemed to have approved the material submitted except in those respects that such material is not in conformity with the provisions of this Declaration, as to which respects it shall be deemed disapproved.

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7.05 Appeal Procedure. Any member of the Association who is affected by a decision of the ACC shall have the right to appeal that decision to the Board. A written notice of appeal must be received by a member of the Board within twenty (20) days of the ACC's decision. If the Board chooses to hold a hearing on the appeal, written notice will be sent to the appealing party in addition to all other Association member affected by the appeal. If the Board chooses not to hold a hearing on the appeal, written notice will be sent to the appealing party with the Board's decision.

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(RENUMBER REMAINING 3 SECTIONS OF ARTICLE 7)

10.11 **Officers.** The Association shall have a President, a Vice President, and a Secretary/Treasurer, all of whom shall be elected by and from the Board. The Board may appoint an Assistant Secretary and Assistant Treasurer. Only the offices of Secretary and Treasurer may be filled by the same person. The officers shall be elected by the Board in an organizational meeting immediately following each annual meeting of Owners at which the new Board has been elected; provided that until the Board is elected by the Owners pursuant to Section 10.13, the officers will be appointed by Declarant.

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10.11(d) **Treasurer.** When operating without a Management Company's Accounting Department, the Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all money and any other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. When operating with a Management Company's Accounting Department, the Treasurer shall monitor and audit the aforementioned responsibilities as they are performed by the Accounting Department.

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12.05 **Notice and Payment of Annual Assessments.** When operating without a Management Company, the Association shall notify each Owner as to the amount of the annual Assessment against the Owner's Lot on or before December 15 of the year preceding the year for which such annual Assessment is made. Each annual Assessment shall be payable in quarterly installments, each such installment due on the first day of each calendar quarter during the fiscal year to which the Assessment relates; provided, however, the annual Assessments for the fiscal period ending December 31, 2000, shall be based upon such portion of the calendar year 2000 as follows the date of recording of the Declaration and shall be payable in such installments and at such times as the Association, in the sole discretion of the Board, may determine. The failure of the Association to give timely notice of any annual Assessment as provided herein shall not be deemed a waiver of or modification in any respect of the provisions of the Declaration, or a release of any Owner from the obligation to pay such Assessment or any other Assessment; but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such Assessment shall have been given to the Owner in the manner provided in the Declaration. When operating with a Management Company, the Association may adapt the aforementioned procedures to the Management Company's policies and procedures.

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12.06 **Initial Fees.** In addition, each Lot's first-time Owner (other than Declarant), shall be required to prepay at the time of purchase of his Residence, a sum equal to the then annual Assessment, which sum shall be in addition to any pro-ration of Assessment which may be due for the month in which such purchase takes place. Such fees shall become part of the Association's general fund to be utilized as necessary.

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12.13 Effect of Nonpayment; Remedies. Any Assessment (whether annual, special, or Reimbursement Assessment) not received within ten (10) days of the date on which it becomes due shall be subject to a late charge not to exceed 5% thereof, which together with interest and costs of collection shall be, constitute, and remain a continuing lien on the affected Lot. If any Assessment is not received within ten (10) days after the date on which it becomes due, the amount thereof shall also bear interest from the due date at the rate of one percent (1%) per month; and the Association may bring an action against the Owner who is personally liable therefor or may foreclose its lien against the Lot, or both. Any judgment obtained by the Association in connection with the collection of delinquent Assessments and related charges shall include reasonable attorney's fees, court costs, and every other expense incurred by the Association in enforcing its rights. Failure of the Association to promptly enforce any remedy granted pursuant to this Section 12.13 shall not be deemed a waiver of any such rights. When operating with a Management Company, the Association may adapt the aforementioned procedures to the Management Company's policies and procedures.

IN WITNESS WHEREOF, THE CARTER CROSSING OWNERS ASSOCIATION has executed this Amendment to the Declaration as of the 3rd day of May, 2006, in accordance with Article XIII of the Declaration. The undersigned also certify that more than 60% of Owners have signed consents approving this amendment and that said signatures are on file in the records of the Association.

CARTER CROSSING OWNERS ASSOCIATION

Carolyn Landon

 President

Hanea Vasquez

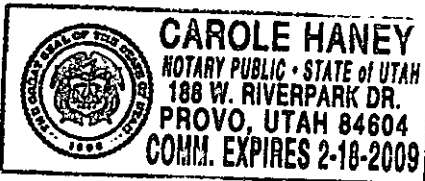
 Secretary

STATE OF UTAH)
): ss
 County of Utah)

On the 3rd day of MAY, 2006, personally appeared CAROLYN LANDON and BLANCA VASQUEZ who, being first duly sworn, did say that they are the President and Secretary of the 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.

Carole Haney

 Notary Public for Utah



**EXHIBIT A
LEGAL DESCRIPTION**

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Lots 1 through 41, Plat "A", CARTER CROSSING SUBDIVISION, according to the Official Plat thereof, on file and of record in the Office of the Utah County Recorder.