

ENT 67154:2009 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2009 Jun 17 2:34 pm FEE 134.00 BY CS
RECORDED FOR SUMMIT DEVELOPMENT & MGT

WHEN RECORDED, RETURN TO:
Summit DM, LLC
P.O. Box 1166
Pleasant Grove, Utah 84062

**AMENDMENT NO. 1
TO THE
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR THE
HARBOR BAY SUBDIVISION
located in
Saratoga Springs, Utah**

June 11, 2009

RECITALS

A. On January 17, 2006, the existing **Declaration of Covenants, Conditions, and Restrictions** for the Harbor Bay Subdivision located in the City of Saratoga Springs, Utah, were recorded in the Utah County. The **Declaration of Covenants, Conditions, and Restrictions (CC&Rs)** were recorded with the intent that the covenants, conditions, and restrictions would protect and enhance the property values and aesthetic values of the Lots for the mutual protection and benefit of all the Lots and Owners of the Lots.

B. Summit DM, LLC, acting as Declarant for the CC&Rs, has proposed this Amendment No. 1 to the CC&Rs to better facilitate and correct violations of the CC&Rs.

C. Pursuant to Section 19.6(b) of the CC&Rs, Summit DM, LLC, acting as Declarant for the CC&Rs, is authorized to unilaterally amend the CC&Rs for any other purpose, and Declarant has determined that this amendment does not adversely affect the title to any of the properties within the existing phases of the Harbor Bay Subdivision.

NOW THEREFORE, as provided for in the existing **Declaration of Covenants, Conditions, and Restrictions (CC&Rs)** and as set forth in the Recitals, the existing **Declaration of Covenants, Conditions, and Restrictions (CC&Rs)** recorded on January 17, 2006, are hereby amended as follows:

1. Section 6.3 of the **CC&Rs** recorded on January 17, 2006, is amended to read as follows:

“6.3.1 Special assessments. In addition to the regular assessments, the Association may levy, at any time and from time to time, upon affirmative vote by Owners of at least fifty-one percent (51%) of the Lots, special assessments, payable over such periods of time as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Association Areas or any part thereof, or for any other expenses incurred or to be incurred as provided in the Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Section or Articles hereof. Any amounts assessed pursuant hereto shall be apportioned equally among and assessed equally to all Lots. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than thirty (30) days after such notice shall have been mailed. All unpaid portions of any special assessment shall bear interest at the rate of one and one-half percent (1 ½%) per month from the date such portions become due until paid.”

2. The CC&Rs recorded on January 17, 2006, are amended by adding the following section:

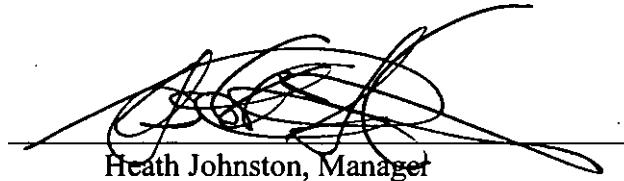
“6.3.2 Assessments for Violations. In addition to the regular assessments and the special assessments, the Association may levy at any time a monthly assessment to an Owner who is found to be in violation of this Declaration. The monthly assessment for violations shall not be less than \$50.00 per month and shall not exceed \$200.00 per month, and shall be assessed each month until the violation is corrected. Any such monthly assessment levied pursuant hereto shall be assessed specifically to the Lot that is in violation of this Declaration. Prior to levying an assessment for violations, the Association shall notify the Owner in writing of the violations, the amount of such assessment, the date(s) such assessment shall be due, and shall provide the Owner with at least thirty (30) days to correct the violations. The correction period shall begin on the day after such notice shall have been mailed. All unpaid portions of any assessment for violations shall bear interest at the rate of one and one-half percent (1 ½%) per month from the date such portions become due until paid.”

3. Section 19.1(a) of the CC&Rs recorded on January 17, 2006, is amended to read as follows:

“19.1(a) In addition to the assessments for violations provided for in Article 6.3.2, any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Association in its own name. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of the judgment all of the reasonable costs of enforcement, including attorneys fees and costs of litigation.”

IN WITNESS WHEREOF, Declarant has caused this Amendment No. 1 to the Declaration of Covenants, Conditions, and Restrictions for the Harbor Bay Subdivision located in the City of Saratoga Springs, Utah, to be executed as of the date first above written.

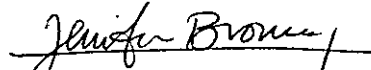
SUMMIT DM, LLC



Heath Johnston, Manager

State of Utah
County of Utah

On this 16th day of June, 2009, before me personally appeared Heath Johnston, personally known to me, and acknowledged that he executed the signature on this document. Witness my hand and official seal.


NOTARY PUBLIC



HARBOR BAY SUBDIVISION
LEGAL DESCRIPTION

INCLUDING 10 ACRE CHURCH PARCEL, BUT NOT INCLUDING
2 ACRE COMMERCIAL OR 1 ACRE WITH EXISTING HOUSE

A parcel of land located in Section 18, Township 6 South, Range 1 East, Salt Lake Base and Meridian, located in the City of Saratoga Springs, County of Utah, State of Utah, being more particularly described as follows:

Commencing at the South $\frac{1}{4}$ Corner of Section 18, Township 6 South, Range 1 East, Salt Lake Base and Meridian; thence along the south line of said Section 18, S89°45'55"E, 74.83 feet; thence North 56.03 feet to the true point of beginning; thence N33°32'19"W 427.38 feet; thence S62°02'24"W 244.68 feet; thence N33°32'19"W 303.28 feet; thence N32°54'18"W 384.22 feet; thence N25°56'08"W 320.90 feet; thence N23°19'52"W 510.14 feet; thence N23°51'55"W 227.47 feet; thence N25°42'32"W 465.22 feet; thence N26°21'33"W 153.11 feet; thence N26°18'35"W 133.08 feet; thence N26°32'07"W 168.59 feet; thence N26°30'11"W 264.34 feet; thence N25°18'29"W 230.98 feet; thence N22°30'16"W 89.86 feet; thence N20°57'25"W 211.01 feet to a the beginning of a curve to the right having a radius of 25.01 feet; thence northeasterly along the arc of said curve 48.55 feet through a central angle of 111°14'02"; thence S89°43'23"E 272.12 feet; thence S26°04'37"E 684.48 feet; thence N62°02'24"E 439.87 feet; thence S31°27'08"E 284.34 feet to the beginning of a curve to the right having a radius of 472.38 feet; thence southeasterly along the arc of said curve 35.66 feet through a central angle of 04°19'30"; thence N62°02'24"E 767.42 feet; thence S45°19'58"E 103.62 feet; thence S46°35'15"E 103.28 feet; thence S29°00'40"E 71.80 feet; thence S23°05'10"E 166.00 feet; thence S15°17'31"E 212.54 feet; thence S19°25'06"E 219.06 feet; thence S21°43'30"E 249.98 feet; thence S26°17'24"E 116.97 feet; thence S39°13'04"E 62.10 feet; thence S48°35'14"E 253.07 feet; thence S44°28'49"E 102.10 feet; thence S34°04'35"E 85.51 feet; thence S25°18'14"E 212.18 feet; thence S37°05'12"E 219.22 feet; thence S26°56'54"E 91.87 feet; thence S20°27'06"E 118.54 feet; thence S28°10'31"E 93.06 feet; thence S36°20'32"E 177.78 feet; thence S39°06'59"E 338.82 feet; thence S46°55'23"E 42.18 feet; thence S60°10'55"W 798.70 feet; thence N24°36'42"W 62.13 feet to the beginning of a curve to the left having a radius of 272.09 feet; thence northwesterly along the arc of said curve 30.70 feet through a central angle of 06°27'54"; thence N89°45'59"W 188.96 feet; thence S00°14'05"W 189.47 feet; thence N89°45'55"W 482.30 feet to the true point of beginning, which parcel includes Harbor Bay Phase 1 (20 Lots), Harbor Bay Phase 2 (23 Lots), Harbor Bay Phase 3 (8 Lots), Harbor Bay Phase 4 (50 Lots), and Harbor Bay Phase 5 (18 Lots).