

AMENDMENTS TO THE ENABLING DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF REDWOOD II PLANNED UNIT DEVELOPMENT

THIS AMENDMENT is made and executed this 14<sup>th</sup> day of MARCH, 2000.

**Page 8, section (iv) Officers.**

He shall have the custody and control of the funds of the committee, *subject to action of the committee*, and shall, when requested by the chairman to do so, report the state of finances to the committee at each annual meeting of the lot owners and at any meeting of the committee.

**Amended to:**

He/she shall have the custody and control of the funds of the committee, subject to review and approval by one other officer. He / She shall maintain the account books and records of the Association in keeping with general acceptable accounting / bookkeeping methods. If inappropriate actions are observed or discovered, (this to include but not limited to; misuse or mismanagement of Association funds, late payments that incur interest or fees not properly assessed, and conflict of interest with subcontractors) he/she will incur disciplinary action subject to majority vote of the management committee to include but is not limited to the following; prosecution to the full extent of the law, penalties as deemed appropriate by this declaration or by majority vote of the management committee, and/or removal of office by a majority vote of the management committee. When requested by the chairman to do so, the secretary/treasurer shall report the state of finances to the committee at each annual meeting of the lot owners and at every quarterly meeting of the management committee. The management committee shall have the right to request the services of an impartial

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auditor to review the account books when deemed necessary by a majority vote of the management committee and whose cost does not exceed \$500.00.

**Page 9 section (x)**

Administrative rules and regulations. The committee shall have the power to adopt and establish by resolution such management and operational rules as the committee may deem necessary, desirable, and convenient for the maintenance, operation, management and control of the project, and the committee may, from time to time by resolution, alter, amend, and repeal such rules. Lot owners shall, at all times, obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all lot owners and/or occupants of the project.

**Amended to:**

Administrative rules and regulations. The committee shall have the power to adopt and establish by majority vote of the committee such management and operational rules as the committee may deem necessary, desirable, and convenient for the maintenance, operation, self-management of the committee, and management and control of the project, and the committee may, from time to time by majority vote, alter, amend, and repeal such rules. Lot owners, management committee members, and visitors shall, at all times, obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all lot owners, management committee members, visitors and/or occupants of the project.

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**Page 12, section (k)**

In addition, no boats, campers, large trucks, motorhomes, or similar large items shall be parked or stored on any lot except in accordance with rules and regulations adopted by the management committee.

**Amended to:**

In addition, no boats, campers, large trucks, motorhomes, or similar large items shall be parked or stored on any lot outside the enclosed and gated private yards of the individual owner.

**Page 13 Section (a)**

Such payments shall be made upon the terms, at the time and in the manner provided without deduction of any off-sets or claims which the owner may have against the committee, and if any owner shall fail to pay any installment within one (1) month from the time when the same becomes due, the owner shall pay interest thereon at the rate of 1% per month from the date when such installment shall become due to the payment of the payment thereof, and all costs and expenses, including reasonable attorney's fees, incurred by the management committee in collecting such unpaid assessments, whether or not formal legal proceedings have been commenced.

**Amended to:**

Such payments shall be made upon the terms, at the time and in the manner of a personal or bank check without deduction of any offsets or claims which the owner may have against the committee. If any owner shall fail to pay any installment within one (1)

month from the time when the same becomes due, (dues are payable on or before the 15<sup>th</sup> of the month), the owner shall pay a late fee of \$5.00 and interest thereon at the rate of 1-1/2% per month from the date when such installment shall become due to the payment of the payment thereof, and all costs and expenses, including reasonable attorney's fees, incurred by the management committee in collecting such unpaid assessments, whether or not formal legal proceedings have been commenced.

**Page 14 Section (b)**

In any year in which there is an excess of assessments received over the amounts actually used for the purposes described in this declaration, such excess may, upon written consent of all the members, be applied against and reduce the subsequent year's assessment or be refunded to the members.

**Amended to:**

In any year in which there is an excess of assessments received over the amounts actually used for the purposes described in this declaration, such excess may, upon majority vote at the annual meeting of the owners, be applied against and reduce the subsequent year's assessment or be refunded to the members.

**Page 15 Section (g)**

The amount of assessment, whether regular or special, assessed to the owner of any lot, plus interest at 1% per month and costs, including reasonable attorney's fees, shall become a lien upon such lot upon recordation of notice of assessment.

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Page 15 Section (g)

Amended to:

The amount of assessment, whether regular or special, assessed to the owner of any lot, plus interest at 1-1/2% per month and costs, including reasonable attorney's fees, shall become a lien upon such lot upon recordation of notice of assessment.

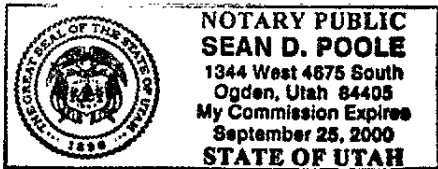
ATTEST:

Redwood II Homeowners Association

BY: Deborah M. Gross BY: Margaret Daley  
ITS: PRESIDENT/CHAIRPERSON ITS: Secretary/Treasurer

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

On the 14 day of March, 2000, personally appeared before me Deborah M. Gross & Margaret Daley, the signer of the above and foregoing instrument who duly acknowledged to me that he/she is the Secretary/Treasurer of the REDWOOD II HOMEOWNERS ASSOCIATION, and that the above and foregoing instrument was signed in behalf of said Organization.



Sean D. Poole

NOTARY PUBLIC

Residing in Salt Lake City, Utah

My Commission Expires:

Sept 25, 2000

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7594931  
03/14/2000 11:57 AM 20.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
REDWOOD 2 HOA  
6537 S REDWOOD RD #5  
SLC UT 84123  
BY: ADB, DEPUTY - WI 6 P.

"Subject Property") located in Salt Lake County, Utah, and more particularly described as:

Beginning at a point which is North 0° 01'25" West 350.00 feet and North 89°49'42" East 33.00 feet from the Southwest corner of the Northeast quarter of Section 22, T 2 S, R 1 W, S.L.B. & M. and running thence North 0° 01'25" West 120.00 feet; thence North 89° 49'42" East 156.74 feet; thence North 0° 01'25" West 123.50 feet; thence North 89° 49'42" East 33.05 feet; thence North 0° 01'25" West 50.00 feet; thence North 89°49'42" East 146.46 feet; thence South 32°32'46" East 78.74 feet; thence South 36°33'28" East 104.40 feet; thence South 31°32'00" East 191.64 feet; thence South 29°49'17" East 75.16 feet; thence South 89°49'42" West 281.21 feet; thence North 0° 01'25" West 86.00 feet; thence South 89°49'42" West 297.00 feet to the point of beginning. (contains 2.715 acres)

-POOR COPY-  
CO. RECORDER

BK 8348 PG 1889