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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF HOLLYHOCKS
(A Planned Unit Development)**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Hollyhocks (CC&R) were executed on February 15, 1996, and recorded with the Salt Lake County Recorder on March 3, 1996, at Book 734, Page 0012; and.

WHEREAS, Section 10.2 of the CC&R authorized those persons holding Class A membership votes to amend the CC&R at a duly called and noticed meeting whereat a quorum of such Class A members are in attendance; and

WHEREAS, the Class B membership of the CC&R Declarant has ceased and converted to a Class A membership in accordance with the provisions of Section 3.2 of the CC&R; and

WHEREAS, a meeting of the Class A members was held on February 28, 2005, in accordance with the terms and conditions of the CC&R; and.

WHEREAS, at such meeting votes were taken to make certain amendments to the CC&R and the amendments set forth herein were adopted by the Class A members by an affirmative vote of not less than two-thirds (2/3) of said Class A members.

NOW, THEREFORE, the Class A members of Hollyhocks, by virtue of the authority bestowed upon them under Section 10.2 of the CC&R and other pertinent provisions of the CC&R, hereby amend the CC&R in the following respects, such amendments to be effective on the date the same were adopted in the meeting of the Class A members referenced above.

AMENDMENTS

A. Article V of the CC&R is amended to read as follows.

1. Section 5.7 – The Section is amended and replaced with the following:

Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the date a deed is delivered to the purchaser of a Lot, or if the sale is by way of a contract of sale,

Owner and the Association shall place such portion thereof that is not utilized for the identified purposes in the Association's general fund, and may expend any such funds placed in the general fund as the Association may deem appropriate and that are in conformance with its duties, responsibilities, and authorities as set forth herein.

(2) Damage Fee. \$1,000.00 of the Pre-Building Fee will be used by the Association to defray any damages that may result from the Owner's construction and landscaping activities. In the event no damages occur to the property of the Association as a result of the Owner's construction and landscaping activities, the \$1,000.00 set aside for such damage events shall be fully refunded to the Owner within thirty (30) days from completion by the Owner of his/her construction and landscaping activities.

(c) Additions and Remodels. The following architectural fees are required with the submittal of plans and specifications for additions, alterations, or remodels of a Living Unit or previously approved landscape plan: (i) first submittal for addition, alteration or remodel, no fee and (ii) thereafter, \$50.00 for each addition, alteration, or remodel. The Committee may engage the services of an architect or civil or structural engineer to assist in its review of any proposed improvements, additions, alterations, or remodels.

(d) Approval or Disapproval of Plans and Specifications. All plans and specifications shall be approved or disapproved by the Committee in writing within twenty (20) days after submission. The Committee may approve the plans subject to specific modifications or conditions. Upon approval, the Committee and the Owner will each sign a copy of the plans, which shall be left with the Committee. Construction that is not in strict compliance with the approved plans will not be permitted. No construction will begin without issuance of such use and building permits as are required by appropriate governmental

annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot.

B. Article VIII of the CC&R is amended to read as follows.

1. Section 8.4 – The Section is amended and replaced with the following:

8.4 Approval Procedure. Any plans and specification submitted to the Committee shall be submitted on a form provided by the Committee and in triplicate. A preliminary review of design drawing will be required with a final review to be made of working drawings.

(a) New Construction. The following architectural review fees are required with the submittal of plans and specifications: \$300.00 for each new Living Unit, \$50.00 for each revision or alteration of plans and specifications for each new Living Unit, and \$50.00 for landscape plans (including fencing and lighting) if such landscape plans are submitted separately from the plans and specifications for each new Living Unit. The Committee may engage the services of an architect or civil or structural engineer to assist in its review of any proposed plans and specification for a new Living Unit.

(b) Pre-Building Fee for New Construction. On or before submission of plans and specification for each new Living Unit, but in no event later than thirty (30) days from the date an Owner takes possession of a Lot, the Owner shall submit to the Committee a Pre-Building Fee of \$3,000.00. The Pre-Building Fee shall be utilized by the Association and refunded or not refunded to the Owner in the manner set out below:

(1) Cleanup and Related Costs. \$2,000.00 of the Pre-Building Fee will be used by the Association for necessary street sweeping and cleanup activities made necessary during the construction and landscaping activities of the Owner. The \$2,000.00 set aside for cleanup and related costs are not refundable to the

on the date the contract is executed by the parties thereto, or the date of occupancy agreement, or the date the Owner actually takes possession of the Lot, whichever first occurs. The first monthly assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract or occupancy as the case may be. Thereafter, all monthly assessments shall be due and payable on a quarterly basis, such quarterly payments of monthly assessments to be made for the three (3) months of the preceding quarter not later than, January, April, July and October as appropriate, the first day of of each calendar year.

(a) Notification of Fees Due. In the event an Owner fails to remit payment of the monthly assessments by the first day of the month for the appropriate quarter, the Owner will be notified, either in writing or verbally, of his/her failure to make the required quarterly payment of monthly assessments on or after the tenth (10th) day of the month in which such quarterly payment of the monthly assessment was due and payable. Failure to make such notification shall not, however, operate to relieve the non-paying Owner of his/her obligations hereunder or otherwise act to make inapplicable any late or interest payments provided for herein.

(b) Late Fees and Interest. A monthly assessment not paid within ten (10) days of the due date thereof shall be deemed late and subject to a late fee of twenty percent (20%) of the total unpaid monthly assessment. Interest due on such late payment shall commence to accrue on the first day of the month in which the quarterly payment of monthly assessments was due and payable.

2. Section 5.9 – The penultimate sentence of Section 5.9 is amended and replaced with the following:

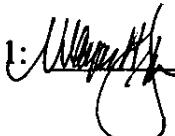
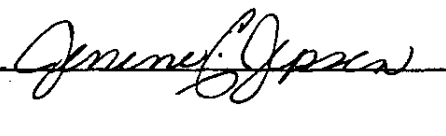
If the assessment is not paid within sixty (60) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of twenty percent (20%) per

agencies. A copy of the building permit shall be filed with the Committee prior to construction. In the event that the Committee fails to take any action within thirty (30) days following submission and payment of the Pre-Building and Review Fees, the submission is deemed to have been approved.

2. Section 8.7 – The Section is amended by placement therein of the following, such new provision to appear as Section 8.7(c):

(c) Penalties for Non-Compliance. In the event construction and/or landscaping activities are commenced and, as appropriate, exterior construction is not completed within one (1) year of commencement thereof, or landscaping of the front yard is not completed within one (1) year following completion or occupancy of a Living Unit, or landscaping of side and rear yards are not completed within one (1) year following completion or occupancy of a Living Unit, the Association is authorized and empowered to assess against the Owner a penalty for non-compliance with the provisions of Section 8.7(a) hereof. The penalty for non-compliance shall be assessed and imposed on a monthly basis and may be enforced by the Association in the same manner as is permitted for enforcement and collection of monthly assessments. Penalties for non-compliance with Section 8.7(a) shall be: month one (1) - \$200.00, month two (2) - \$300.00, month three (3) - \$400.00, month four (4) - \$500.00, month five (5) - \$600.00, month seven (7) and thereafter - \$700. per month. The penalties provided for in this Section 8.7(c) shall be cumulative and shall bear interest at a rate of twenty (20) percent, with such interest being due and payable and accruing on the first (1st) day of each month immediately following the month in which the penalty was imposed and remained unpaid.

RATIFIED, ACCEPTED AND AGREED TO BY THOSE LOT OWNERS SET FORTH BELOW ON THE DATES APPEARING FOR THEIR SIGNATURES.

LOT NO. 1:   (Owner(s)), February

28, 2005.

LOT NO. 2: *Tim Benton / Anita Lambert* (Owner(s)), February 28, 2005.

LOT NO. 3: *[Signature] Paturi B. Gump* (Owner(s)), February 28, 2005.

LOT NO. 4: *James W. Paramore / Vera Paramore* (Owner(s)), February 28, 2005.

LOT NO. 5: *[Signature]* (Owner(s)), February 28, 2005.

LOT NO. 6: *John W. Smith* (Owner(s)), February 28, 2005.

LOT NO. 7: *Business Becky Goff* (Owner(s)), February 28, 2005.

LOT NO. 8: *[Signature]* (Owner(s)), February 28, 2005.

LOT NO. 9: *[Signature] A. [Signature]* (Owner(s)), February 28, 2005.

LOT NO. 10: *[Signature]* (Owner(s)), February 28, 2005.

LOT NO. 11: *[Signature]* (Owner(s)), February 28, 2005.

LOT NO. 12: *[Signature]* (Owner(s)), February 28, 2005.

LOT NO. 13: *Ken [Signature] Tania R. Dene* (Owner(s)), February 28, 2005.

LOT NO. 14: *Delia M. Wright* (Owner(s)), February 28, 2005.

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05/31/2005 02:44 PM \$35.00
Book - 9137 Pg - 6375-6381
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
HOLLYHOCKS HOMEOWNERS ASSN
608 HOLLY HAVEN CIR
MURRAY UT 84107
BY: LDW, DEPUTY - WI 7 P.

ACKNOWLEDGMENT

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

I, Patricia B. Thompson, first duly sworn upon oath, deposes and states that I am the President of Hollyhock's HOA, that I have read the foregoing document and know the contents thereof, that the same are true to the best of my knowledge, except for those matters stated to be based upon information and belief, and as to those matters, I believe them to be true.

President
Patricia B. Thompson

SUBSCRIBED AND SWORN to before me this 31 day of May, 2005.

NOTARY PUBLIC
Residing at: _

My Commission Expires:
February 9, 2009

