

9441181  
 7/22/2005 4:31:00 PM \$68.00  
 Book - 9163 Pg - 5049-5053  
 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 TITLE WEST  
 BY: eCASH, DEPUTY - EF 5 P.

WHEN RECORDED RETURN TO:  
 James R. Blakesley  
 Attorney at Law  
 2595 East 3300 South  
 Salt Lake City, Utah 84109  
 (801) 485-1555

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
 AND RESTRICTIONS  
 FOR CASCADE PARK, P.U.D.,  
 a Utah planned unit development**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Cascade Park, P.U.D., a Utah planned unit development, is made and executed by the Cascade Park Homeowners Association, of P. O. Box 548, West Jordan, Utah 84084 (the "Association").

**RECITALS**

A. The Declaration of Covenants, Conditions and Restrictions for Cascade Park, P.U.D., was recorded in the office of the County Recorder of Salt Lake County, Utah on April 27, 2000 as Entry No. 7562803 in Book 8338 at Page 4758 of the official records (collectively "Declaration").

B. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. Cascade Park consists of 51 Lots and certain Common Area and Facilities.

D. The Association owns the Common Area and is the managing agent for the Lot Owners.

E. All of the voting requirements set forth in the Declaration and Bylaws have been satisfied.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Lot Owners thereof, the Association hereby executes this First Amendment to Declaration of Covenants, Conditions and Restrictions for Cascade Park for and on behalf of all of the Lot Owners.

**COURTESY RECORDING**

This document is being recorded solely as a courtesy to the parties.  
 Title West assumes no responsibility for the contents hereof and  
 makes no representations as to the effect or validity of this document

1. Section 1.6 of the Declaration is deleted in its entirety and the following language is substituted in lieu thereof:

1.6 Residential Unit shall mean the structure or portion of a structure on a Lot that is designed and intended for residential use, together with all improvements located on such Lot, including by way of illustration but not limitation the dwelling, garage, driveway, walkway, porch, landing and patio.

2. Section 5.3(c) of the Declaration is deleted in its entirety and the following language is substituted in lieu thereof:

5.3(c) The Board of Trustees of the Association may from time to time and in its sole discretion set the amount of the monthly assessment at any sum not in excess of the then applicable maximum amount.

3. Section 5.4(b) of the Declaration is deleted in its entirety and the following language is substituted in lieu thereof:

5.4(b) After the sale by the Developer to an Owner, each Lot shall be assessed \$15.00 per month for road maintenance and repairs (the "Road Assessment"), which shall be deposited by the Association in the Road Reserve Account on a periodic basis. The Developer shall not be subjected to the Road Assessment. The Road Reserve Account shall be used to maintain, repair and replace the roads. Funds shall be collected and deposited into the Road Reserve Account until there is a principal balance of at least \$100,000. If the Road Reserve Account balance thereafter falls below \$100,000, the Association shall recommence the road Assessment at the rate of \$15.00 per Lot per month.

4. Section 5.7 of the Declaration is deleted in its entirety and the following language is substituted in lieu thereof:

5.7 Uniform Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform rate as set forth herein. All such costs shall be allocated among the Owners on a per Lot basis.

5. Section 5.13 of the Declaration is a new section added to the CC&R's:

5.13 Initial and Transfer Fees. Each time a Lot is sold, the buyer shall be assessed for the working capital fund a sum equal to the then current monthly Assessment. This fee shall be deposited into the general reserve fund and used to pay for major repairs and/or unforeseen operating expenses.

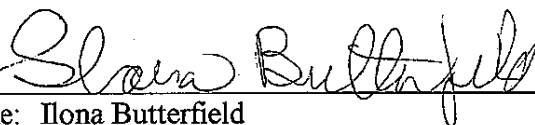
6. Section 6.4 of the Declaration is deleted in its entirety and the following language is substituted in lieu thereof:

6.4 Operation and Maintenance by Association. The Association shall provide for such maintenance and operation of the Common Areas as may be necessary or desirable to keep them useful, clean, functional, attractive, and generally in good condition and repair. In addition, the Association shall provide for such maintenance and upkeep of any portion of any Lot which lies between the extremities of the Residential Unit situated thereon and the boundaries of the Lot as may be provided for in the rules and regulations promulgated by the Board.

7. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the undersigned has executed this instrument this <sup>22<sup>nd</sup></sup> day of ~~JUNE~~ July, 2005.

CASCADE PARK HOMEOWNERS ASSOCIATION

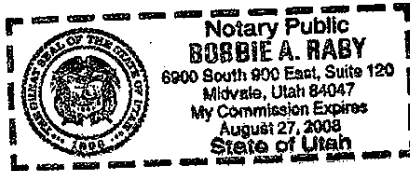
By:   
Name: Ilona Butterfield  
Title: President

**ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  SS:  
COUNTY OF SALT LAKE         )

On this 22<sup>nd</sup> day of ~~JUNE~~<sup>July</sup>, 2005, personally appeared before me, the undersigned Notary Public, in and for said county and state, Ilona Butterfield, being first duly sworn, who acknowledged to me that s/he is the President of the Cascade Park Homeowners Association, and that s/he signed the foregoing document on and in behalf of said Association pursuant to its Declaration of Covenants, Conditions and Restrictions, and vote of its members, and said Ilona Butterfield further acknowledged that the Association executed the same.

*Bobbie A Raby*  
NOTARY PUBLIC  
Residing at: *SLCA, UT*  
My Commission Expires: *8-27-08*



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

BEG S 89-55'57" W 461.57 FT & S 0-04'03" E 33 FT FR CEN SEC 7, T 3S, R 1E, SLM; S 0-14'44" E 367.69 FT; E 112.54 FT; N 6 FT; E 314.01 FT; S 455.44 FT; W 379.46 FT; S 115.67 FT; E 379.46 FT; S 115.88 FT; S 89-41'18" W 459.91 FT; S 89-41'26" W 168.33 FT; N 2-03'35" W 25.85 FT; N 0-37'33" W 110.78 FT; N 129.61 FT; N 0-39'40" E 79.9 FT; N 1-47'31" W 58.04 FT; N 285.21 FT; E 103.69 FT; N 0-14'44" W 362.52 FT; N 89-55'57" E 101 FT TO BEG. 9.78 AC M OR L. LESS LOTS. (BEING THE COMMON AREA OF CASCADE PARK PUD).

ID #28-07-329-001