

After Recording Return To:

**Richards, Kimble & Winn PC**  
2040 E Murray Holladay Rd, Ste 106  
Salt Lake City, UT 84117

**AMENDMENT TO THE  
HEATHERWOOD ON THE GREEN  
AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment is made on the date evidenced below by the Heatherwood on the Green Homeowner’s Association, Inc. (the “Association”).

RECITALS

A. An Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heatherwood on the Green was previously recorded for the that certain tract of land (the “Property”) in the County of Utah, State of Utah, which is more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof, on July 23, 2009, as Entry No. 80942:2009 (the “Declaration”).

B. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto, as described in Exhibit “A.”

C. In order to better provide for consistent, uniform and proper maintenance to the Units, the Association deems it in the best interests of the Members and the Association to change the maintenance obligations so that the Association is responsible for maintenance of the Units instead of the individual Owners.

D. Pursuant to Section 11.9 of the Declaration, the undersigned hereby certifies that all of the voting requirements to amend the Declaration have been satisfied and that the affirmative votes required have been obtained to adopt this Amendment.

AMENDMENT 1

**NOW, THEREFORE**, the Association hereby amends Article VI, Section 6.4 of the Declaration by adding the following entirely new subsection 6.4.1, all other provisions and terms to remain the same:

**ARTICLE VI – COMMON AREA**

**6.4.1. MAINTENANCE OF UNITS.** The Association shall maintain, repair and replace the exteriors of the Units, including the painting, repair and replacement of roof and exterior structural components of a Unit, gutters, downspouts and exterior building surfaces, as necessary, the costs of which shall be a Common Expense, but the Association shall not be

responsible for maintenance of exterior windows and window frames and exterior doors and door frames, or for maintenance, repair or replacement necessitated by the willful misconduct of an Owner, their guests, tenants, or invitees, in which case the Owner shall be responsible for all such damage. In the event of damage to a Unit caused by an errant golf ball, the Association shall repair or replace the damage and charge the cost of such repair or replacement to the Owner of the Unit, except that damage to windows or glass shall be the sole responsibility of the Unit Owner to repair or replace at his or her own cost.

Subject to the duties and responsibilities of the Association set forth above, maintenance of the Units shall be the responsibility of the Owner(s) thereof. Each Owner at his or her sole expense shall maintain and repair the interior of the Units, including floors and each and every structural element beneath the Unit, exterior windows and window frames and exterior doors and door frames. In addition to decorating and keeping the interior of his or her Unit in good repair and in a clean and sanitary condition, he or she shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, heating equipment, air conditioners, lighting fixtures, refrigerators, dishwasher, disposal equipment, ranges, toilets, or other appliances or fixtures that may be in, or connected with, his or her Lot. Any fixture, pipe, conduit, or other utility device or apparatus that services only one Lot shall be the responsibility of that Lot's Owner to maintain, repair, and replace. Each Unit and Lot shall be maintained so as to not detract from the appearance of the Property and so as to not adversely affect the value or use of any other Unit or Lot or of the Common Area.

## **AMENDMENT 2**

**NOW, THEREFORE**, the Association hereby amends Article VIII, Section 8.14 of the Declaration by deleting Section 8.14 in its entirety and substituting it with the following:

### **ARTICLE VIII – COVENANT FOR ASSESSMENT**

#### **8.14 COMMUNITY OPEN SPACE SPECIAL ASSESSMENT.**

(a) The original developer of Heatherwood on the Green failed to escrow funds for the construction and/or improvement of community open space which is or may be part of the plans for development within the Common Area at Heatherwood. There is hereby levied against each and every Lot within Heatherwood and against each Owner of a Unit within Heatherwood, which Unit was not occupied as of April 15, 2005, a special assessment of \$2,000. Funds collected from this special assessment shall be placed in an interest bearing dedicated account at a financial institution, and the funds so collected shall be used solely for the purpose of paying to construct or improve community open space at Heatherwood.

(b) Neither the Board nor the Association shall have any power to remove or to use any funds deposited in the dedicated account from this special assessment for any purpose other than for construction or improvement of the community open space at Heatherwood.

(c) The \$2,000 special assessment against the constructed Units shall be payable to the Association on or before August 1, 2009. The \$2,000 special assessment against the Lots shall

be payable at such time as a building permit is issued by Eagle Mountain City for the construction of a Unit. Realizing that Declarant "A" or a successor to Declarant "A" may be required to borrow funds to construct or improve the community open space prior to the time all the funds from this special assessment are collected by the Association, the funds collected in connection with this special assessment shall be used by the Association to reimburse Declarant "A" or its successor for costs of construction or improvement of the community open space. Any excess funds held by the Association after construction or improvement costs for the community open space have been paid, shall be retained by the Association and applied to pay Common Expenses. If there is a shortage of funds needed to complete construction or improvement of the community open space, this shortage shall be collected as a Common Expense from all Owners.

IN WITNESS WHEREOF, Heatherwood on the Green Homeowner's Association, Inc., has executed this Amendment to the Declaration as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**HEATHERWOOD ON THE GREEN  
HOMEOWNER'S ASSOCIATION, INC.**

\_\_\_\_\_  
By:  
Its:

State of Utah )  
 :ss  
County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, personally appeared before me \_\_\_\_\_ who, being first duly sworn, did say that they are the authorized officer of the Association and that this instrument was signed on behalf of the Association by authority of its Board of Directors; and they acknowledged said instrument to be their voluntary act and deed.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Legal Description

All Lots (101 total), HEATHERWOOD ON THE GREEN PUD PHASE 1 AMD

Serial Numbers:

41:705:0001	41:705:0035	41:705:0070
41:705:0002	41:705:0036	41:705:0071
41:705:0003	41:705:0037	41:705:0072
41:705:0004	41:705:0038	41:705:0073
41:705:0005	41:705:0039	41:705:0074
41:705:0006	41:705:0040	41:705:0075
41:705:0007	41:705:0041	41:705:0076
41:705:0008	41:705:0042	41:705:0077
41:705:0009	41:705:0043	41:705:0078
41:705:0010	41:705:0044	41:705:0079
41:705:0011	41:705:0045	41:705:0080
41:705:0012	41:705:0046	41:705:0081
41:705:0013	41:705:0047	41:705:0082
41:705:0014	41:705:0048	41:705:0083
41:705:0015	41:705:0049	41:705:0084
41:705:0016	41:705:0050	41:705:0085
41:705:0017	41:705:0051	41:705:0086
41:705:0018	41:705:0052	41:705:0087
41:705:0019	41:705:0053	41:705:0088
41:705:0020	41:705:0054	41:705:0089
41:705:0021	41:705:0055	41:705:0090
41:705:0022	41:705:0056	41:705:0091
41:705:0023	41:705:0057	41:705:0092
41:705:0024	41:705:0058	41:705:0093
41:705:0025	41:705:0059	41:705:0094
41:705:0026	41:705:0060	41:705:0095
41:705:0027	41:705:0061	41:705:0096
41:705:0028	41:705:0062	41:705:0097
41:705:0029	41:705:0063	41:705:0098
41:705:0030	41:705:0064	41:705:0099
41:705:0031	41:705:0065	41:705:0100
41:705:0032	41:705:0066	41:705:0101
41:705:0033	41:705:0067	
41:705:0034	41:705:0068	
	41:705:0069	