

WHEN RECORDED RETURN TO:

Matthew B. Hutchinson
HOGGAN LEE HUTCHINSON
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Space above this line for Recorder's use

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RED HAWK
INCLUDING RED HAWK PHASE I, PHASE II PLAT A AND OTHER PROPERTIES
(AND BYLAWS)**

This FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED HAWK (the "**First Amendment**") is adopted, made, and executed this 22nd day of March, 2022 by Red Hawk Ranch Owners Association, Inc., a Utah non-profit corporation (the "**Association**").

RECITALS

A. WHEREAS, the Association is a Utah nonprofit corporation formed under the Utah Revised Nonprofit Corporation Act, Utah Code Annotated section 16-6a-101, et seq;

B. WHEREAS, that certain Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions For Red Hawk, including Red Hawk Phase I, Phase II, Plat A and other properties (and Bylaws) was recorded in the office of the Summit County Recorder on April 30, 2019, as Entry No. 1109877 in Book 2506, at Page 0697 (the "**Original Declaration**");

C. WHEREAS, the property subject to this Amendment is the Red Hawk Phase I and Red Hawk Phase II Plat A Subdivision, all real property subjected to the Original Declaration and each other parcel specified in Exhibit A of this Amendment, located in Summit County, Utah. All Lots therein are part of the Association and each Owner of a Lot is a member thereof. The Association contains certain Common Area and easements for the benefit of the Owners of Lots therein;

A. WHEREAS, Article X of the Original Declaration provides that the Declaration may be amended upon affirmative vote of fifty percent (50%) of Owners at a duly noticed meeting or written ballot without a meeting or by an action without notice and a meeting, pursuant to the Bylaws;

B. WHEREAS, on or about March 12, 2022, at a duly noticed meeting of the Association, at least fifty percent (50%) of the Owners voted in the affirmative to approve this Amendment;

C. WHEREAS, this First Amendment and the Declaration may hereinafter be collectively referred to as the “**Declaration.**”

NOW, THEREFORE, the Association hereby declares, covenants, and agrees as follows:

AMENDMENT

1. Defined Terms. Capitalized terms used and not otherwise defined in this First Amendment shall have the meaning or meanings given to them in the Declaration.

2. Status of Recitals. The Recitals set forth above shall constitute a portion of the terms of this First Amendment.

3. Addition to Article 1. Article 1 is amended to add the following Sections 1.28-1.29. Section 1 of the Declaration is amended to add the following language:

1.57 Burdened Property. Each Unit which is subject to the Reinvestment Fee Covenant described herein at Section 6.8, and for which the Reinvestment Fee shall be dedicated to benefit.

1.58 Reinvestment Fee. A maintenance fee, charge, or expense charged by the Association to be paid by either a buyer purchasing or an Owner selling a Unit in the Project, upon and as a result of, a transfer of the Unit as described in Section 6.8.

1.59 Transfer. Each transfer, conveyance, closing, or settlement of the sale of a Unit located within the Project.

4. Section 6.8. Section 6.8 is hereby deleted in its entirety and replaced with the following:

6.8 Amounts Due on Transfer of Lot- Reinvestment Fee Covenant.

(a) Reinvestment Fee Covenant; Reinvestment Fee Due upon Sale, Conveyance, or Transfer. The Association shall impose a Reinvestment Fee upon the close of the sale, transfer, or conveyance of any Unit (or interest therein). This covenant is intended to run with the land and to bind successors in interest to Unit in the Property and their assigns thereof, and shall extend for the duration of this Declaration as more particularly described in this section.

(i) The Reinvestment Fee shall be dedicated to benefitting a Burdened Property, including payment for, but not limited to, common planning, facilities, and infrastructure; obligations arising from an environmental covenant; community programming; resort facilities; open

(ix) As mandated by Utah Code Section 57-1-46(6) to effectuate this covenant, on even date herewith, Declarant recorded with the Summit County Recorder a *Notice of Reinvestment Fee Covenant*, the terms and conditions of which are hereby incorporated by this reference.

5. Binding Provisions. The provisions of this First Amendment shall be binding upon all persons having right, title or interest to a Unit more properly described at Exhibit A, or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each Unit Owner thereof.

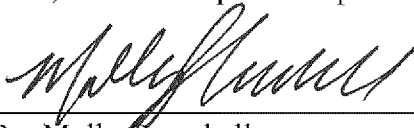
6. Declaration and Bylaws Remain in Effect. This First Amendment shall be considered supplemental to the Declaration. Except as expressly amended herein, the Declaration shall remain in full force and effect and shall not be cancelled, suspended, or otherwise abrogated by the recording of this First Amendment.

7. Effective Date. This First Amendment shall be effective as of the date of its recordation in the official real property records of the Recorder in and for Summit County, Utah.

[Signatures to follow on next page]

IN WITNESS WHEREOF, the Association has executed and delivered this First Amendment as of the 22nd day of March, 2022.

RED HAWK RANCH OWNERS ASSOCIATION,
INC., a Utah non-profit corporation



By: Molly Campbell
Its: Board Member and Authorized Signatory

STATE OF UTAH)
 :SS
County of Summit)

On this 22nd day of March, 2022, personally appeared before me, Molly Campbell, Board Member and Authorized Signatory of the Red Hawk Ranch Owners Association, Inc., whose identity is known to me or proven on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he is authorized to sign the foregoing document on behalf of the Red Hawk Ranch Owners Association, Inc., for its stated purpose.


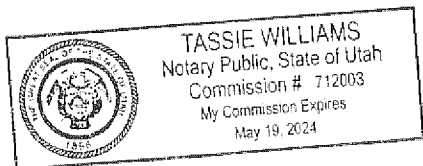

Notary Public

EXHIBIT A

(Legal Description)

Lot 1, RED HAWK SUBDIVISION PHASE 1 LOT 1 AMENDED, according to the official plat thereof on record with the Summit County Recorder's Office.

Parcel No. RHWK-1-AM

Lots 2 - 8, RED HAWK SUBDIVISION PHASE I, according to the official plat thereof on record with the Summit County Recorder's Office.

Parcel No.'s RHWK-2 through RHWK-8

Lot 9, RED HAWK PHASE II LOT 9 SECOND AMENDED PLAT, Lot 9 of Red Hawk Subdivision Phase II Plat A, Amendment to Lot 9, according to the official plat thereof on record with the Summit County Recorder's Office.

Parcel No. RHWK-II-9-2AM

Lots 10 through 14, RED HAWK SUBDIVISION PHASE II PLAT A, according to the official plat thereof on record with the Summit County Recorder's Office.

Parcel No.'s RHWK-II-10 through RHWK-II-14

"Parcel 15" (previously "Parcel 14A") described as follows:

SW Quarter of the NE Quarter of Section 33, Township 1 N, Range 4 E, Salt Lake Base and Meridian.

Parcel No. SS-154-F

Lot 1, BIG PINES SUBDIVISION AMENDMENT TO LOT 1, according to the official plat thereof on record with the Summit County Recorder's Office.

Parcel No. BP-1-AM

Lot 2, BIG PINES SUBDIVISION, according to the official plat thereof on record with the Summit County Recorder's Office.

Parcel No. BP-2

"Parcel 18" described as follows:

SE 1/4 NE 1/4 SW 1/4 Sec 28 T1NR4E SLBM CONT 10.0 AC M87- 165-166 M97-666 791-617-618 (Ref: 796-367) 813-96 869-789 1747-866 1913- 1183 2015-76-97.

Parcel No. SS-146-D

"Parcel 19" described as follows:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

Parcel No. SS-146-D1

“Parcel 20” described as follows:

The Northwest quarter of the Southeast quarter of Section 28, Township 1 North, Range 4 East, Salt Lake Base and Meridian.

Parcel No. SS-146-J

“Parcel 21” described as follows:

Beginning at a point which is South 89°26’00” east 2000 feet along the Quarter section line from the West Quarter comer of Section 28, Township 1 North, Range 4 East, Salt Lake Base and Meridian; running thence North 00°03’00” West a distance of 660.000 feet; thence South 89°26’00” East a distance of 660.000 feet; thence South 00°03’00” East a distance of 660.000 feet; thence North 89°26’00” West a distance of 660.000 feet to the point of beginning.

Parcel No. SS-146-M

“Parcel 22” described as follows:

Beginning at a point which is South 89°26’00” East 2660 feet along the Quarter section line from the West Quarter comer of Section 28, Township 1 North, Range 4 East, Salt Lake Base and Meridian; running thence North 00°03’00” West a distance of 660.000 feet; thence South 89°26’00” East a distance of 990.000 feet; thence South 00°03’00” East a distance of 660.000 feet; thence North 89°26’00” West a distance of 990.000 feet, to the point of beginning.

Parcel No. SS-146-6

“Parcel 23” described as follows:

Northeast 1/4 of the Northeast 1/4 of Section 33, Township 1 North, Range 4 East, Salt Lake Base and Meridian

Parcel No. SS-154-B-1

Parcel Nos: RHWK-2-W
 RHWK-7-W