

After Recording Return To:  
Kevin E. Anderson  
Anderson Call & Wilkinson  
136 E. South Temple, Suite 2400  
Salt Lake City, UT 84111

**ENTRY NO. 00903541**

07/27/2010 11:16:29 AM B: 2041 P: 0777

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 211.00 BY GLENWILD COMMUNITY ASSOCIATION



## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR GLENWILD

This Amendment to the Declaration of Covenants, Conditions, & Restrictions for Glenwild (the "Declaration") is made this 15<sup>th</sup> day of July, 2010 by the Glenwild Community Association, Inc. ("Association").

### RECITALS

A. The Association is governed by the Declaration recorded as Entry No. 00570161, Book 01328, Page 00006-00061 on August 2, 2000 in the Office of the Summit County Recorder, State of Utah;

B. This amendment shall amend provisions of the Declaration as noted below and shall apply to and be binding against all of the Property of the Project and any Additional Property, annexation, expansion or supplement thereto;

C. This amendment is intended to provide the Association the ability to collect assessments from First Mortgage holders for any and all delinquent assessments or other dues, fines or obligations owed on a Lot.

D. Pursuant to Section 9.3 of the Declaration, the necessary approvals to amend the Declaration were duly received to adopt and record this amendment.

**NOW, THEREFORE**, the Association, by and through its Board of Directors, hereby amends the Declaration as follows:

Section 6.1, titled "Creation of Lien and Personal Obligation of Assessments" shall be amended in its entirety to read as follows:

#### 6.1 Creation of Lien and Personal Obligation of Assessments.

The Declarant, for each Lot and Parcel, hereby covenants and agrees, and each Owner, other than the Declarant, by becoming the Owner of a Lot or Parcel, is deemed to covenant and agree, to pay Assessments to the Association in accordance with this Declaration. All Assessments shall be established and collected as provided in this Declaration. The

Assessments, together with interest, late charges and all costs, including but not limited to reasonable attorneys fees, incurred by the Association in collecting or attempting to collect delinquent Assessments, whether or not suit is filed, shall be a charge on the Lot or Parcel and shall be a continuing lien upon the Lot or Parcel against which each such Assessment is made. Each Assessment, together with interest and all costs, including but not limited to reasonable attorneys fees, incurred by the Association in collecting or attempting to collect delinquent Assessments, whether or not suit is filed, shall also be the personal obligation of each Person who was an Owner of the Lot or Parcel at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner unless expressly assumed by them (unless title is transferred to one or more such successors for purposes of avoiding payment of any Assessment or is transferred to a Person controlling, controlled by or under common control with the Owner transferring title), but the lien created by this Declaration against the applicable Lot shall continue to secure payment of such delinquent Assessment (including, but not limited to, any and all interests and late charges) until the same are fully paid. However, notwithstanding this or any other provision of this Declaration to the contrary, the obligation for delinquent Assessments (together with interest, late charges and all costs, including but not limited to reasonable attorneys fees, incurred by the Association in collecting or attempting to collect delinquent Assessments, whether or not suit is filed) shall be assumed by and pass to the successors in title of the Owner if the successor is a First Mortgage Holder who obtains title through foreclosure, judicial proceedings, short sale or other means. No judgment obtained against a Lot Owner for any reason shall invalidate a lien for Assessments.

Section 6.7.3 shall be amended in its entirety to read as follows:

The Assessment Lien shall have priority over all liens or claims except for (a) tax liens for real property taxes; (b) assessments in favor of any municipal or other governmental body or assessment district; and (c) the lien of any First Mortgage. Section 6.7.3 shall not waive a First Mortgage Holder's obligations to assume delinquent Assessments created in Section 6.1.

IN WITNESS WHEREOF, THE ASSOCIATION has executed this Amendment to the Declaration as of the 15 day of July, 2010 in accordance with Section 9 of the Declaration.

**GLENWILD COMMUNITY ASSOCIATION, INC.**

  
Vice President

**EXHIBIT A**

**TO AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR GLENWILD**

The Property to which the aforementioned Amendment to Declaration of Covenants, Conditions & Restrictions for Glenwild shall attach is located in County of Summit, State of Utah, and is more particularly described as follows, to wit:

Lots 1-104, inclusive, Glenwild Phase I, according to the official Plat thereof recorded in the office of the Summit County

Recorder on August 1, 2000 as Entry No. 570156;

10<sup>v</sup> GWLD-I thru 104

Lots 105-162, inclusive, Glenwild Phase II, according to the official Plat thereof recorded in the office of the Summit

County Recorder on September 27, 2000, as Entry No. 573678;

GWLD-II-105 thru 162

Lots 163-195, inclusive, Glenwild Phase III, according to the official Plat thereof, recorded in the office of the Summit

County Recorder on October 2, 2000, as Entry No. 573955;

GWLD-III-163 thru 195

And

All of Lots 11,12,13 and 14, The Preserve Phase I, Subdivision according to the official Plat thereof on file and of record

In the Summit County Recorder's office, which Lots have been annexed into and made part of Glenwild and made subject

To the Declaration of Covenants, Conditions and Restrictions for Glenwild pursuant to the Second Amendment to the

Declaration of Covenants, Conditions and Restrictions for Glenwild recorded in the office of the Summit County Recorder

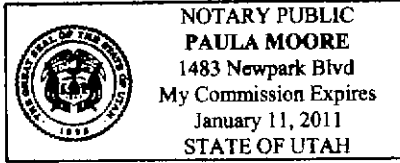
On June 30, 2006, as Entry No. 782635

PRESRV-I-11 thru 14

STATE OF UTAH )

:ss  
County of ~~Utah~~ Summit )

On this 15 day of July 2010, personally appeared before me Daniel Siegal who is known to me or who presented satisfactory identification, and has, while in my presence and while under oath or affirmation, voluntarily signed this document.



Paula Moore  
Notary Public