

WHEN RECORDED RETURN TO:

Cascade Meadows, LLC A Series of Cottonwood Equity Investments, LLC
Attn: Chet Thomas
299 South Main Street, Suite 2250
Salt Lake City, Utah 84111

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CASCADE MEADOWS SUBDIVISION**

This Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Cascade Meadows Subdivision is made and entered into effective as of the 19 day of AUGUST 2014, by Cascade Meadows, LLC A Series of Cottonwood Equity Investments, LLC, a Utah limited liability company ("Declarant").

A. The Declarant is the Owner of all of the 15 Lots in the Cascade Meadows Subdivision, which 15 Lots remain to be developed. The legal description of the Property within the Cascade Meadows Subdivision is attached hereto and incorporated herein as Exhibit A.

B. The Declarant now desires to modify and amend the Declaration of Protective Covenants, Conditions and Restrictions for Cascade Meadows Subdivision, dated March 11, 2008 and recorded on March 11, 2008 in the Wasatch County Recorder's office as Document No. 333076 (the "Declaration"), as specifically set forth below.

C. Pursuant to Section 3.2 of the Declaration, the Declaration may be amended at any time if at least sixty-seven percent (67%) of the votes cast by all owners shall be in favor of the Amendment. Declarant owns all of the Lots and has one hundred percent (100%) of the voting rights. As such, Declarant now desires to amend the Declaration as set forth in this amendment.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended as follows:

1. Capitalized Terms. All capitalized terms used in this Amendment shall have the same meaning as set forth in the Declaration, unless another meaning is expressly indicated.

2. Addition of Section 2.30 of the Declaration. Section 2.30 is hereby added to the Declaration and is stated in its entirety as follows:

2.30 Assessments. Each Lot owner shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Cascade Meadows Home Owners Association (the "Association") the monthly and special assessments described in the Declaration, together with any interest and cost of collection. All such amounts shall be, constitute, and remain: (i) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (ii) the personal obligation of the person who is the owner of such Lot at the time the assessment falls due.

No owner may exempt himself or his Lot from liability of payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest, and costs of collection, including reasonable attorneys fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

(a) The monthly assessments provided for herein shall commence as to all Lots on (i) the date a deed is delivered to the purchaser of a Lot, or if the sale is by way of a contract of sale, on the date the contract is executed by the parties thereto, (ii) the date of occupancy agreement, or the date the owner actually takes possession of a Lot, or (iii) if either of the foregoing has occurred as of the date of recording of the Declaration, the first day of the month following recording, 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 the first day of each month. 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 fifteen dollars (\$15.00). At least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment, the Association shall give each owner written notice of the amount and the first due date of the assessment concerned.

(b) Assessments levied by the Association shall be used exclusively for the purpose of promoting health, safety, and welfare of residents of the Property, including but not limited to the appearance and aesthetics of the Development. The use made by the Association of funds obtained from assessments may include, but is not limited to, payment of the cost of taxes and insurance on the Common Areas; maintenance, repair, and improvement of the Common Areas; establishing and funding reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration.

(c) Commencing upon the date calculated in Section 2.30(a), each Lot shall be subject to a monthly assessment of one hundred and twenty five dollars (\$125.00). The Association may increase the monthly assessment as it deems necessary, but in no event may the increase exceed 8% of the monthly assessment of the previous year without a vote of the membership as set forth in the Association Bylaws. To increase the monthly assessment by more than 8% above the monthly assessment for the previous year, the change must be assented by not less than a majority of the votes.

(d) From and after the date calculated in Section 2.30(a), the Association may levy special assessments for the purpose of defraying, in whole or in part: (i) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (ii) the cost of any construction, reconstruction or unexpectedly require repair or replacement in connection with the Common Areas. Any such special assessments must be assented to by not less than a majority of the votes.

(e) A setup fee of five hundred dollars (\$500.00) is due within five (5) days of the recording of the transferring of a Lot.

(f) In addition to monthly assessments and any special assessments authorized pursuant to Sections 2.32, 2.33, and 2.34 above, the Board may levy at any time Special Assessments (i) on each Lot specifically benefited by any improvement to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the owner of the Lot to be charged; and (ii) on each Lot the owner or occupant of which shall cause any damage to the Common Areas necessitating repairs. Such reimbursement assessments shall be paid within 30 days unless otherwise stipulated by a majority vote of the Board. If a special benefit arises from any improvement, which is part of the general maintenance obligations of the Association, it shall not give rise to a reimbursement assessment against the Lots benefited.

3. Addition of Section 2.31 of the Declaration. Section 2.31 is hereby added to the Declaration and is stated in its entirety as follows:

2.31 Turning over Association to Homeowners. The Declarant shall not turn over the Association until 100% of the lots are sold.

4. Amendment of Section 3.3 of the Declaration. Section 3.3 of the Declaration is hereby amended in its entirety as follows:

3.3 Until 100% of lots are sold, Declarant can modify Declaration to accommodate any public use, school use, park use, church use, or street or easement use.

5. Amendment of Section 3.3 of the Declaration. Section 3.3 of the Declaration is hereby amended in its entirety as follows:

3.4 Until 100% of lots are sold, Declarant can modify Declaration to accommodate clarifications, corrects errors or make any other needed adjustments.

6. Approval. This Amendment is adopted and approved by the undersigned pursuant to the Declaration. All conditions precedent to and requirements of amending the Declaration have been met and satisfied.

7. Effect on Declaration. Except as specifically set forth herein, all other sections, paragraphs, terms, conditions and provisions in the Declaration shall remain in full force and effect and are incorporated herein by this reference.

[Signatures to follow on next page]

IN WITNESS WHEREOF, the undersigned acknowledges that it has signed this Amendment to be effective as of the date first written above.

Michael Fenton

By: MICHAEL FENTON

Its: MEMBER

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 21 day of Aug, 2014, personally appeared before me Michael Fenton a member of Cascade Minerals who acknowledged that he executed the foregoing document on behalf of said company for its stated purpose.

Desirae Jaynes
Notary Public

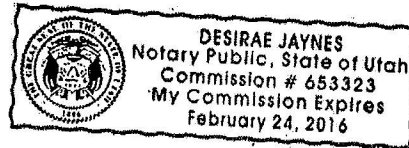


EXHIBIT A

(Legal Descriptions of Property)

CASCADE MEADOWS BOUNDARY DESCRIPTION

BEGINNING NORTH 00°06'36" WEST 2053.12 FEET ALONG THE SECTION LINE AND EAST 1623.64 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE NORTH 318.00 FEET; THENCE NORTH 56°12'18" EAST 141.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT AND CONCAVE SOUTHEASTERLY WITH A RADIUS OF 115.50 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 84°22'41" EAST; THENCE NORTHEASTERLY 109.87 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°30'15" (CHORD BEARS NORTH 32°52'27" EAST 105.78 FEET); THENCE NORTH 160.16 FEET; THENCE SOUTH 89°53'30" EAST 476.76 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTH 89°28'40" EAST 64.83 FEET ALONG THE SOUTHERLY BOUNDARY OF THE WILLIAM A. RICHARDSON SMALL SUBDIVISION; THENCE SOUTH 06°04'52" EAST 236.57 FEET; THENCE SOUTH 422.28 FEET; THENCE NORTH 89°04'19" WEST 741.92 FEET TO THE POINT OF BEGINNING.

CONTAINING: 10.00 ACRES.

LOTS 1-15

EXHIBIT "A"

BEGINNING NORTH 00°06'36" WEST 2053.12 FEET ALONG THE SECTION LINE AND EAST 1623.64 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 318.00 FEET; THENCE NORTH 56°12'18" EAST 141.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT AND CONCAVE SOUTHEASTERLY WITH A RADIUS OF 115.50 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 84°22'41" EAST; THENCE NORTHEASTERLY 109.87 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°30'15" (CHORD BEARS NORTH 32°52'27" EAST 105.78 FEET); THENCE NORTH 160.16 FEET; THENCE SOUTH 89°53'30" EAST 476.76 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTH 89°28'40" EAST 64.83 FEET ALONG THE SOUTHERLY BOUNDARY OF THE WILLIAM A. RICHARDSON SMALL SUBDIVISION; THENCE SOUTH 06°04'52" EAST 236.57 FEET; THENCE SOUTH 422.28 FEET; THENCE NORTH 89°04'19" WEST 741.92 FEET TO THE POINT OF BEGINNING.

NOW BEING DESCRIBED AS:

LOTS 1 THROUGH 15, CASCADE MEADOWS P.U.D., ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOT 1

**526 WEST CASCADE MEADOWS LOOP, MIDWAY, UT 84049
Tax Serial No.: 00-0020-7795**

LOT 2

**530 WEST CASCADE MEADOWS LOOP, MIDWAY, UT 84049
Tax Serial No.: 00-0020-7796**

LOT 3

**534 WEST CASCADE MEADOWS LOOP, MIDWAY, UT 84049
Tax Serial No.: 00-0020-7797**

LOT 4

536 WEST CASCADE MEADOWS LOOP, MIDWAY, UT 84049

Tax Serial No.: 00-0020-7798

LOT 5

538 WEST CASCADE MEADOWS LOOP, MIDWAY, UT 84049

Tax Serial No.: 00-0020-7799

LOT 6

542 WEST CASCADE MEADOWS LOOP, MIDWAY, UT 84049

Tax Serial No.: 00-0020-7800

LOT 7

544 WEST CASCADE MEADOWS LOOP, MIDWAY, UT 84049

Tax Serial No.: 00-0020-7801

LOT 8

548 WEST CASCADE MEADOWS LOOP, MIDWAY, UT 84049

Tax Serial No.: 00-0020-7802

LOT 9

550 WEST CASCADE MEADOWS LOOP, MIDWAY, UT 84049

Tax Serial No.: 00-0020-7803

LOT 10

554 WEST CASCADE MEADOWS LOOP, MIDWAY, UT 84049

Tax Serial No.: 00-0020-7804

LOT 11

567 WEST CASCADE MEADOWS LOOP, MIDWAY, UT 84049

Tax Serial No.: 00-0020-7805

LOT 12

569 WEST CASCADE MEADOWS LOOP, MIDWAY, UT 84049

Tax Serial No.: 00-0020-7806

LOT 13

573 WEST CASCADE MEADOWS LOOP, MIDWAY, UT 84049

Tax Serial No.: 00-0020-7807

LOT 14

574 WEST CASCADE MEADOWS LOOP, MIDWAY, UT 84049

Tax Serial No.: 00-0020-7808

LOT 15

570 WEST CASCADE MEADOWS LOOP, MIDWAY, UT 84049

Tax Serial No.: 00-0020-7809

DISCLOSED