

CONFIRMATORY AMENDMENT TO
SECOND AMENDED, RESTATED AND CONFIRMATORY DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BEAR HOLLOW VILLAGE

THIS CONFIRMATORY AMENDMENT TO SECOND AMENDED, RESTATED AND CONFIRMATORY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAR HOLLOW VILLAGE (“Confirmatory Amendment”), is made this 17 day of Sept, 2004.

WITNESSETH:

WHEREAS, that certain Second Amended, Restated and Confirmatory Declaration of Protective Covenants, Conditions and Restrictions for Bear Hollow (“Second Amended Declaration”) of Bear Hollow Village Association (“Association”) dated March 31, 2004, was recorded in the office of the Summit County Recorder as Entry No. 00693542 on March 31, 2004; and

WHEREAS, that certain First Amendment to Second Amended, Restated and Confirmatory Declaration of Protective Covenants, Conditions and Restrictions (“First Amendment”) for Bear Hollow Village dated 3-17-04, was recorded in the office of the Summit County Recorder as Entry No. 693542 on March 31, 2004; and

WHEREAS, the Bear Hollow Village Homeowners Association (“Association”), by and through its Board of Trustees, desires to clarify particular provisions contained in the Second Amended Declaration.

NOW, THEREFORE, the Association states as follows:

1. The following provision is added under Article IX of the Second Amended Declaration:

“9.11. Each Owner shall have an easement within ten feet (10’) over, upon and through each adjoining Unit’s/Lot’s boundaries, for the purpose of maintenance, repair and replacement of his or her Unit so that each Owner may satisfy his/her responsibilities for the upkeep, maintenance and repair of such Owner’s Unit as provided herein, including, without limitation, Section 3.15. of this Second Amended Declaration.”

2. In all other respects, the Second Amended Declaration and First Amendment remain unchanged.

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mt
ALAN SPRIGGS, SUMMIT CO RECORDER
2004 SEP 21 15:30 PM FEE \$276.00 BY CJW
REQUEST: U S TITLE OF UTAH

STATE OF VERMONT)

: ss.

COUNTY OF CHITTENDEN

On the 14th day of September 2004, personally appeared before me, Mark Lords, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to execute the foregoing instrument on behalf of Bear Hollow Village Homeowners Association, and that he did so for his own voluntary act.

Patricia P. Craig
Notary Public
Residing at: dssee junction

My Commission Expires: 2/10/07

**ATTACHMENT ONE
TO THE SECOND AMENDED, RESTATED AND CONFIRMATORY
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BEAR HOLLOW VILLAGE**

- A. General. This Attachment applies to Bear Hollow Village, Lots A through G, single family building Lots.
- B. Nature of Ownership. Lots A through G will be single family Lots which will be conveyed by the Builder to the Owner and Member as single family home sites. The nature of ownership will be fee simple title to the land described in the recorded plat for each such Lot, with the Owner and Member subject to the covenants, conditions and restrictions for the Specially Planned Area known as Bear Hollow Village.
- C. Participation in Common Areas and Expenses. Owners of Lots A through G will grant easements for public access to and across trails or other Common Areas located on the Lots as depicted in the recorded plat for Bear Hollow Village. Owners of Lots A through G will be granted easements for the use of all Common Areas within the Specially Planned Area and will have the same rights to the use and enjoyment of all common recreation facilities granted to Members and Owners of other Lots and/or Units with the SPA. Owners of Lots A through G whose Lots are unimproved will be required to pay to the Association \$60 per Unit per month. After construction of a dwelling on Lots A through G is completed as evidenced by a certificate of occupancy, the Owner's monthly assessment will be increased by an amount equal to \$60 per Unit per month plus three and three quarters cents (\$0.0375) multiplied by the finished, living square footage of the dwelling. As the Association changes the rate of assessment on other Units within the SPA, this total monthly rate will be changed by an amount equal to the total monthly increase/decrease on the other Units.
- D. Architectural Review of Building Design. It is planned that Lots A through G will be Units within the Bear Hollow Village SPA not designed or constructed by the Builder or its successors. As such, for the purpose of ensuring compatibility of design of the residences to be constructed on Lots A through G, the Design Review Committee reserves the right to review and approve the proposed design of all buildings to be constructed on Lots A through G prior to the issuance of a building permit by Summit County.
- E. Design Guidelines – General. Architectural designs will be encouraged that reflect the best of the historical styles of the region and that utilize construction materials indigenous to the region. Styles shall reflect the local environment and lifestyle and be compatible with the design style(s) chosen for the other Units with the SPA. Extreme designs for designs including unusual size, mass, or shapes, or using materials not appropriate for the SPAs mountain setting will not be approved. Specific designs that will not be approved include those incorporating gambrel or mansard roofs, curvilinear and domed shapes, A-frames or Quonset roofs.
1. Building Footprints. Structures will generally be sited within the designated buildable area for each Lot as shown on the recorded plat. Considerations unique to each Lot will dictate the possible setbacks for each building in accordance with SPA standards.

2. Outbuildings. A single structure will be approved for each Lot A through G, excepting that a detached garage may be approved providing that the location and design of such a building meets with the overall design objectives of this provision. Structures such as storage sheds or doghouses will only be approved for rear yard areas and only if they can be adequately shielded from view from other Units and from the street. Outbuildings will only be constructed in conjunction with or after the completion of the primary residence on the Lot.

3. Building Size. The primary residence to be constructed on each of Lots A through G will include a minimum of 2,500 square feet of finished living space, exclusive of areas below grade or garages. Exceptions to this requirement may be granted for designs which include a volume of space normally associated with a 2,500 square foot residence but which do not meet the 2,500 square foot requirement due to multi-story open spaces in the structure design. In any event, the building footprint must contain at least 1,400 square feet. Overall building height may not exceed 38 feet from the peak of the highest roof to finished grade directly below or a beam at highest point.

4. Review and Approval Process. Outlined below are the steps in the process to obtain approval for the design of a single family residence on Lots A through G.
 - (a) Obtain a copy of the restrictive covenants and this Attachment.
 - (b) Obtain a copy of the plat for the Lot showing the approved buildable area.
 - (c) Prepare initial concept sketches of the proposed structures and review these with the Design Review Committee.
 - (d) Incorporate design review suggestions into schematic drawings.
 - (e) Submit final construction drawings to the Design Review Committee. The Design Review Committee shall have up to 30 days to either approve the design or request further modifications. If the Committee has not acted within 30 days and notified the Owner, the plans will be considered approved. In addition, at the time the drawings are submitted to the Design Review Committee for review, the Owner shall render to the Design Review Committee a payment of \$2,500.00, \$250.00 of which shall be applied for a non-refundable review fee and the balance of \$2,250.00 as security ("Security") to be held by the Association to insure that the Owner does not damage any public or private roads or other infrastructure and improvements as a result of the Owner's construction. The Association shall return the Security to the Owner upon the occurrence of the following two (2) events: (i) the Owner has received a use and occupancy permit and all exterior landscaping for the Unit has been completed and inspected by the Design Review Committee; and (ii) the Design Review Committee has inspected all public and private roads, infrastructure and other improvements which may have been affected by the Owner's construction and determined that no damage has taken place. In the event damage is observed by the Design Review Committee, then the Security (or any portion) may be used to pay for the repairs to the damage and in the further event the cost to repair the damage exceeds the amount of Security, then the Owner shall be liable to pay the Association for such overage within 10 days after notice to the Owner by the Design Review Committee. Any failure by the Owner to pay the overage within the 10 day period shall result in the Association

filing a lien against the Unit in accordance with Section 4.12. of the Second Amended Declaration.

5. Construction to Proceed Without Delay. Once construction has commenced, the Owner shall have a maximum of 200 days to complete the exterior of the residence and an additional 30 days to repair construction damage to the ground surrounding the residence and begin landscaping.
 6. Landscaping. Owners shall use, to the maximum extent possible, plants indigenous to the region and to the Bear Hollow Village SPA with only minimal areas to be irrigated for the maintenance of a traditional lawn.
- F. Water, Sewer and Utilities. Water rights sufficient for a single family residence must be obtained by the Owner to cover culinary water and irrigation water to serve such residence at the time of building permit. Owners of individual Lots will be responsible for paying a water hookup fee to Summit Water Distribution Company and any hookup or capacity fees required by the Snyderville Basin Sewer Improvement District. In addition, Owners of individual Lots pay directly to Summit Water Distribution Company the costs for culinary water (inside water usage) and irrigation water (exterior water usage) for their own Lot. The foregoing water fees are exclusive of any water expense included in the assessment paid to the Association, which defrays the water expense relating to the Common Areas.
- G. Driveways. Basic driveway cuts will be provided and a common gravel driveway will be cut for Lots D, E, F and G. This drive shall be paved as required by Summit County, Utah and/or Bear Hollow Village Homeowners Association. The Owners of Lots D, E, F and G shall share equally in the paving cost. In the event one or more Lot Owners pay in full for the paving of the drive, the paying Lot Owners are entitled to a pro rata reimbursement of the paving expense from the remaining Lot Owners.
- H. Each Owner will maintain appropriate property insurance for his/her Unit.

**ATTACHMENT TWO
TO THE SECOND AMENDED, RESTATED AND CONFIRMATORY
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BEAR HOLLOW VILLAGE**

- A. General. This Attachment applies to Bear Hollow Village, Lots 1 through 79, single family homes.
- B. Nature of Ownership. The nature of Ownership will be fee simple title to the land described on the official plat of the SPA plus all improvements constructed thereon, with the Owner and Member subject to the covenants, conditions and restrictions for the Specially Planned Area known as Bear Hollow Village.
- C. Participation in Common Areas and Expenses. Owners of Units on Lots 1 through 79 will grant easements for public access to and across trails or other Common Areas on the Units as depicted on the recorded plat for Bear Hollow Village. Owners of Lots 1 through 79 will be granted easements for the use of all Common Areas within the SPA and will have the same rights to the use and enjoyment of all common recreation facilities granted to Members and Owners of other Lots and/or Units within the SPA. Owners of Lots 1 through 79 will participate in the expenses of the Association as set forth in Section 4.11 of the Declaration, and specifically, each Owner will pay a monthly assessment equal to the rate of .075 cents per square foot of finished living space. As the Association changes the rate of assessment on other Units within the SPA, this total monthly rate will be changed by an amount equal to the total monthly increase/decrease on the other Units. Further, the Owners (excluding Landowner) of Lots 1, 2, 4, 5, 6, 7, 14, 22,30, 31, 32, 33, 34, 35, 36 and 37 shall pay Thirty-Seven Dollars and fifty cents (\$37.50) per month for each of their respective Lots until such time as a dwelling is completed on the Lot and a certificate of occupancy is issued for such Lot, which amount shall be subject to revision by the Board of Trustees from time to time.
- D. Architectural Review of Design Guidelines. Initial building design will be in accordance with the criteria established by Summit County, Utah; provided, however, the Design Review Committee's consent shall not be required for the building design on those lots owned by Builder. Other than construction performed by Builder, Owners wishing to make alterations to the exterior dimensions or appearance of any buildings, or to construct any additional permanent structures on the Lot, must submit plans and a request for approval to the Design Review Committee; provided, however, the Design Review Committee may withhold its approval until the Owner procures any necessary building permit(s). If the Committee has not acted within 30 days and notified the Owner, the plans will be considered approved. In addition, at the time the drawings are submitted to the Design Review Committee for review, the Owner shall render to the Design Review Committee a payment of \$2,500.00, \$250.00 of which shall be applied for a non-refundable review fee and the balance of \$2,250.00 as security ("Security") to be held by the Association to insure that the Owner does not damage any public or private roads or other infrastructure and improvements as a result of the Owner's construction. The Association shall return the Security to the Owner upon the occurrence of the following two (2) events: (i) the Owner has received a use and occupancy permit and all exterior landscaping for the Unit has been completed and inspected by the Design Review Committee; and (ii) the Design Review Committee has inspected all public and private roads, infrastructure and other improvements which may have been affected by the Owner's construction and determined that no damage has taken place. In the event damage is observed by the Design Review

Committee, then the Security (or any portion) may be used to pay for the repairs to the damage and in the further event the cost to repair the damage exceeds the amount of Security, then the Owner shall be liable to pay the Association for such overage within 10 days after notice to the Owner by the Design Review Committee. Any failure by the Owner to pay the overage within the 10-day period shall result in the Association filing a lien against the Unit in accordance with Section 4.12. of the Second Amended Declaration.

1. Design guidelines applicable to Units owned by Builder include the following:

(a) Building Footprints. Structures will generally be sited within the designated buildable area for each Lot as shown on the recorded plat. Considerations unique to each Lot will dictate the possible setbacks for each building in accordance with SPA standards.

(b) Outbuildings. A single structure will be approved the Lots, excepting that a detached garage may be approved providing that the location and design of such a building meets with the overall design objectives of this provision. Structures such as storage sheds or doghouses will only be approved for rear yard areas and only if they can be adequately shielded from view from other Units and from the street. Outbuildings will only be constructed in conjunction with or after the completion of the primary residence on the Lot.

(c) Landscaping. Owners shall use, to the maximum extent possible, plants indigenous to the region and to the Bear Hollow Village SPA with only minimal areas to be irrigated for the maintenance of a traditional lawn.

2. Design guidelines applicable to Units owned by any party other than the Builder include the following:

(a) Building Footprints. Structures will generally be sited within the designated buildable area for each Lot as shown on the recorded plat. Considerations unique to each Lot will dictate the possible setbacks for each building in accordance with SPA standards.

(b) Outbuildings. A single structure will be approved for each Lot, excepting that a detached garage may be approved providing that the location and design of such a building meets with the overall design objectives of this provision. Structures such as storage sheds or doghouses will only be approved for rear yard areas and only if they can be adequately shielded from view from other Units and from the street. Outbuildings will only be constructed in conjunction with or after the completion of the primary residence on the Lot.

(c) Building Size. The primary residence to be constructed on each of the Lots will include a minimum of 1,400 square feet and a maximum of 2,300 square feet of finished living space, exclusive of areas below grade or garages; provided, however, that the minimum square feet of 2,500 and a maximum of 5,000 shall apply to Lots 30 through and including 37. Exceptions to this requirement may be granted for designs which include

a volume of space normally associated with a 2,300 square foot residence but which do not meet the 2,300 square foot requirement due to multi-story open spaces in the structure design. In any event, the building footprint must contain at least 1,400 square feet. Overall building height may not exceed 35 feet from the peak of the highest roof to finished grade directly below or a beam at highest point. The minimum front set back is 8 feet, but for detached garages it is 6 feet. The buildings must be at least 10 feet apart. The home can be built on the lot line.

(d) Review and Approval Process. Outlined below are the steps in the process to obtain approval for the design of a single family residence on the Lots (excluding, however, Lots owned by Builder).

- (i) Obtain a copy of the restrictive covenants and this Attachment.
- (ii) Obtain a copy of the plat for the Lot showing the approved buildable area.
- (iii) Prepare initial concept sketches of the proposed structures and review these with the Design Review Committee.
- (iv) Incorporate design review suggestions into schematic drawings.
- (v) Submit final construction drawings to the Design Review Committee. The Design Review Committee shall have up to 30 days to either approve the design or request further modifications. If the Committee has not acted within 30 days and notified the Owner, the plans will be considered approved. In addition, at the time the drawings are submitted to the Design Review Committee for review, the Owner shall render to the Design Review Committee a payment of \$2,500.00, \$250.00 of which shall be applied for a non-refundable review fee and the balance of \$2,250.00 as security ("Security") to be held by the Association to insure that the Owner does not damage any public or private roads or other infrastructure and improvements as a result of the Owner's construction. The Association shall return the Security to the Owner upon the occurrence of the following two (2) events: (i) the Owner has received a use and occupancy permit and all exterior landscaping for the Unit has been completed and inspected by the Design Review Committee; and (ii) the Design Review Committee has inspected all public and private roads, infrastructure and other improvements which may have been affected by the Owner's construction and determined that no damage has taken place. In the event damage is observed by the Design Review Committee, then the Security (or any portion) may be used to pay for the repairs to the damage and in the further event the cost to repair the damage exceeds the amount of Security, then the Owner shall be liable to pay the

Association for such overage within 10 days after notice to the Owner by the Design Review Committee. Any failure by the Owner to pay the overage within the 10 day period shall result in the Association filing a lien against the Unit in accordance with Section 4.12. of the Second Amended Declaration.

(d) Construction to Proceed Without Delay. Once construction has commenced, the Owner shall have a maximum of 200 days to complete the exterior of the residence and an additional 30 days to repair construction damage to the ground surrounding the residence and begin landscaping.

(e) Landscaping. Owners shall use, to the maximum extent possible, plants indigenous to the region and to the Bear Hollow Village SPA with only minimal areas to be irrigated for the maintenance of a traditional lawn.

E. Fencing. Excluding fences installed by Builder, Owners of single family detached Units with a free-standing garage may, with prior written approval from the Design Review Committee, install fences between the residence and the garage, such fences not to exceed six (6) feet in height and not to extend beyond the side wall of either the residence or the garage in the direction of the neighboring Lot(s). Fence design and materials must conform with the design guidelines for the SPA and must be made of wood or stone.

F. Water, Sewer and Utilities. Water rights must be obtained by the Owner for culinary water and irrigation water. Owners of individual lots will be responsible for paying a water hookup fee to Summit Water Distribution Company and any hookup or capacity fees required by the Snyderville Basin Sewer Improvement District at time of building permit. In addition, Owners of individual lots pay directly to Summit Water Distribution Company the costs for culinary water (inside water usage) and irrigation water (exterior water usage) for their own Lot. The foregoing water fees are exclusive of any water expense included in the assessment paid to the Association, which defrays the water expense relating to the Common Areas.

G. Each Owner will maintain appropriate property insurance for his/her Unit.

**ATTACHMENT THREE
TO THE SECOND AMENDED, RESTATED AND CONFIRMATORY
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BEAR HOLLOW VILLAGE**

- A. General. This Attachment applies to Bear Hollow Village, Units on Lots T1 through T96, inclusive and T102 through 176, inclusive, single family attached homes (referred to herein as "Townhomes") and T97 through and including T101 (referred to herein as "Office Building").
- B. Nature of Ownership. These Townhomes will be sharing one or more common wall(s) with one or more other Unit(s). Ownership will be by fee simple title to the land and the structure built on that land. The Unit will include the land as identified on the official plat (generally including the land from the front of each individual Unit to the edge of the sidewalk and from the rear of the Unit to the service alley) and the structure itself, including structural elements and exterior wall surfaces, roofs, exterior doors and windows, etc. All utility and mechanical systems within each Townhome are part of the Unit, except in the event they serve more than one Townhome. Within each Townhome, the boundary between Units shall be the center of the shared wall.
- C. Building Maintenance and Insurance. Unit Owners will carry multi-peril insurance against loss to the basic structures described in this Attachment. Maintenance of the exterior surfaces of these Units will be the responsibility of the Unit Owners. Providing insurance against loss or damage to the contents of the Units and the personal property of the Owners will be the responsibility of the Unit Owner. Maintenance of the interior of the Units will be the responsibility of the Unit Owner. Other than Builder, Unit Owners shall make no alterations to any wall within a Unit without first consulting with and obtaining the written approval of the Design Review Committee. Other than Builder, Unit Owners shall not make any alteration to the exterior appearance of any Unit without the prior written approval of the Design Review Committee. Other than Builder, Unit Owners shall not construct any fence, shed, deck, or other fixture or structure on their Lot without first obtaining the written approval of the Design Review Committee.
- D. Architectural Review of Design Guidelines. Initial building design of the Townhomes and Office Building will be in accordance with the criteria established by Summit County, Utah and the Design Review Committee's consent shall not be required for the building design of the Townhomes and Office Building. Other than construction performed by Builder, Owners wishing to make alteration to the exterior dimensions or appearance of any buildings, or to construct any additional permanent structures on the Townhome lot, must submit plans and a request for approval to the Design Review Committee; provided, however, the Design Review Committee may withhold its approval until the necessary building permits are procured by the Owner.
- D. Rental Restrictions. Rentals of any Units sold subject to any affordable housing restrictions, by deed, the Amended and Restated Development Agreement, the Prior Agreement (as defined in the Amended and Restated Development Agreement) or otherwise, (collectively, the "Affordable Documents"), shall be governed by and may only be effected in accordance with the provisions of the Affordable Documents, which, among other things, may limit maximum monthly rents which can be charged for such

Units. Rentals of any space in the Office Building shall be allowable provided that any occupant of the Office Building abides with the governing documents of the Association.

- E. Participation in Common Areas and Expenses. Unit Owners addressed by this Attachment Three will grant public easements across their platted lot for access to or along any walkways and trails depicted on the plat for the SPA. Unit Owners will be granted easements for the use of all Common Areas with the SPA and will have the same rights to use and enjoyment of all common recreational facilities granted to Members and Owners within the SPA. Owners will participate in the expenses of the Association as set forth in Section 4.11 of the Declaration, and specifically, each Owner of a Townhome will pay a monthly assessment equal to the rate of .075 cents per square foot of finished living space and the assessment for the Office Building described in Attachment Three shall be calculated based on five cents per square foot of gross leaseable space which is occupied. As the Association changes the rate of assessment on other Units within the SPA, this total monthly rate will be changed by an amount equal to the total monthly increase/decrease on the other Units.
- F. As noted in the Subdivision Plat, the area between the back of the building and the alley, for buildings on Lots T1 through T176, is designated as a blanket utility easement. Construction, maintenance, repair and eventual replacement of utilities, including private sanitary sewer laterals, is permitted in this blanket easement area.
- G The Units shall pay Ten Dollars (\$10.00) per month to the Association (billed quarterly) for irrigation water usage for their Units.

**ATTACHMENT FOUR
TO THE SECOND AMENDED, RESTATED AND CONFIRMATORY**

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BEAR HOLLOW VILLAGE**

- A. General. This Attachment applies to Bear Hollow Village, Units 100 through 103 and 200 through 203 of the Cross Country Condominiums; Units 100 through 104 and 200 through 204 of the Calgary Condominiums; and Units 100 through 104 and 200 through 204 of the Bear Claw Condominiums.
- B. Nature of Ownership. This Attachment refers to the condominium buildings within Bear Hollow Village which contain multi-plex condominium Units. A Unit will include the interior surfaces of all walls, floors, and roofs but not the land beneath the structure. Limited Common Areas appurtenant to each Unit will include one designated parking space per Unit in the building's designated parking area, and various hallways, stairways, balconies and/or decks. Unit Owners and Members will be subject to the attached Second Amended Declaration, as well as any declarations for Cross Country Condominiums, Calgary Condominiums, and Bear Claw Condominiums.
- C. Building Maintenance and Insurance. Any condominiums association formed by the Cross Country Condominium, Calgary Condominiums and Bear Claw Condominiums will carry multi-peril insurance against loss or damage to the basic structures of the buildings. The Condominiums shall be responsible for maintenance and repair of all exterior surfaces of the building, all structural elements of the building, all walls, floors, and ceilings within the Unit. Maintenance and repair of any interior surfaces within an individual Unit will be the responsibility of the Unit Owner.
- D. Architectural Review of Design Guidelines. Building design will be established in accordance with the criteria established by Summit County, Utah. Other than Builder, Owners wishing to make alteration to the exterior dimensions or appearance of any buildings, or to construct any additional permanent structures on the Lot, must submit plans and a request for approval to the Design Review Committee provided, however, the Design Review Committee may withhold its approval until the necessary building permits are procured by the Owner.
- E. Rentals. Rentals of any Units sold subject to any affordable housing restrictions, by deed, the Amended and Restated Development Agreement, the Prior Agreement (as defined in the Amended and Restated Development Agreement) or otherwise (collectively, the "Affordable Documents"), shall be governed by and may only be effected in accordance with the provisions of the Affordable Documents, which, among other things, may limit maximum monthly rents which can be charged for such Units.
- F. Participation in Common Areas and Expenses. Owners of the condominium Units will be granted easements for the use of all Common Areas with the SPA and will have the same rights to the use and enjoyment of all common recreation facilities within the SPA. Owners of the condominium Units will participate in the expenses of the Association as set forth in paragraph 4.11 of the Second Amended Declaration, and specifically, each Owner will pay a monthly assessment equal to the rate of .075 cents per square foot of

finished living space. As the Association changes the rate of assessment on other Units within the SPA, this total monthly rate will be changed by an amount equal to the total monthly increase/decrease on the other Units. Additionally, Owners of the Units described in this Attachment may be subject to additional assessments pursuant to the sub condominium's declaration and related documents. G. The Units shall pay Ten Dollars (\$10.00) per month to the Association (billed quarterly) for irrigation water usage for their Units, subject to increase from time to time.