

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
SOLSTICE AT WATERS EDGE**

A RESIDENTIAL SUBDIVISION

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SOLSTICE AT WATERS EDGE (“Declaration”) has been approved and adopted by the Solstice at Waters Edge Homeowners Association, a Utah nonprofit corporation (“Association”) and becomes effective when recorded with the Utah County Recorder’s Office.

RECITALS

A. The Property was made subject to certain covenants, conditions, and restrictions as provided in the “Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Solstice at Water’s Edge” as recorded on November 21, 2016 as Entry Number 117390:2016 with the Utah County Recorder (together with all amendments and supplements whether listed below or not are collectively referred to herein as the “Declaration”).

B. The Association and Owners desire to amend the Declaration as provided below.

C. Article III, Section 42 of the Declaration provides that it may be amended with the affirmative vote of at least 67% of the Eligible Votes of the Members of the Association.

D. Therefore, at least 67% of the Eligible Votes of the Members of the Association has approved this amendment to the Declaration, which shall be binding upon the Property. See Exhibit A.

E. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

F. In case of any conflict between the terms of this Amendment and the terms of the Declaration, the provisions of this Amendment shall control.

G. Unless otherwise provided in this Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

AMENDMENTS

Amendment One

Article I, Section 39 is hereby amended to read as follows:

39. Recreational or Oversized Vehicle shall mean and refer to any recreational or oversized vehicle, motor home, all-terrain vehicle (ATV), off-road vehicle (ORV), tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, or any other recreational or oversized transportation device of any kind as determined by the Board of Directors.

Amendment Two

Article VI, Section 6(l)(6) is hereby amended to read as follows:

(6) Firearms and Incendiary Devices. The use of firearms and incendiary devices, including fireworks, is subject to applicable governmental regulations and ordinances and any Rules and Regulations of the Association.

Amendment Three

Article VI, Section 6(l)(10) is hereby amended to read as follows:

(10) Storage and Parking of Vehicles. The driving, parking, standing, and storing of motor vehicles in, on, or about the Project shall be subject to the following:

a. Residents may not park on the private streets. Guests may park on the private streets as allowed by and subject to Association parking Rules and Regulations.

b. Parking is prohibited on any red curbed area, red zone, fire lane, or other area so designated by the Association.

c. Recreational or Oversized Vehicles may only be parked within the Property in an enclosed garage or for purposes of loading and unloading as determined by the Board. Eighteen wheelers may not be parked within the Project.

d. Vehicles parked in a driveway may not block or obstruct the sidewalk as determined by the Board.

e. Any parking Rules and Regulations adopted by the Board from time to time.

f. Vehicles parked in violation of this Declaration or parking Rules and Regulations may be immobilized, impounded, and towed at the vehicle owner's sole expense and/or subject to fines. By virtue of bringing a vehicle on to the Property, the driver agrees to indemnify, save, and hold the Association harmless from any loss, damage, or claim caused by or arising out of the immobilizing, impounding, or towing of a motor vehicle pursuant to hereto.

Amendment Four

Article VI, Section 6(l)(12) is hereby amended to read as follows:

(12) Aerials, Antennas, and Satellite Systems. The installation of antennas and satellite dishes are allowed in locations and in sizes that are approved by the Board or as otherwise allowed by the Rules and Regulations.

Amendment Five

Article VI, Section 6(l)(13) is hereby amended to read as follows:

(13) Window Coverings. Window coverings must comply with types and colors approved by the Board in the Rules and Regulations.

Amendment Six

Article VI, Section 6(l)(15) is hereby amended to read as follows:

(15) Pets. Common domestic pets are allowed. The Board may adopt Rules and Regulations regarding restrictions on the quantity, type, size, and weight of pets and the registration of pets with the Association. Pets must be properly licensed and registered with the appropriate governmental agency where required. Pets may not create a nuisance. The following acts may constitute a nuisance: (a) causing damage to the property of anyone other than the pet owner; (b) causing unreasonable fouling of the air by odors; (c) causing unsanitary conditions; (d) defecating on any Common Area or another's property when the feces are not immediately cleaned up by the responsible party; (e) barking, howling, whining, or making other disturbing noises in an excessive, continuous, or untimely fashion; (f) molesting or harassing passersby by lunging at them or chasing passing vehicles; (g) attacking or threatening to attack people or other domestic animals; (h) otherwise acting so as to bother, annoy, or disturb other reasonable residents or interfering with their right to the peaceful and quiet enjoyment of their property; (i) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare, or safety of other residents; or (j) a violation of any applicable governmental pet ordinance. Pets in the Common Area must be in a cage or on a leash and/or under the control of a responsible person. Pets may not be tied, tethered, or left unattended in the Common Area. The Board may establish pet Rules and Regulations and charge a pet deposit and/or a registration fee.

Amendment Seven

Article VI, Section 6(l)(16) is hereby amended to read as follows:

(16) Wildlife. The capturing, trapping, or killing of wildlife within the Property is prohibited, except in circumstances posing an imminent threat to the safety of persons or pets using the Property. The foregoing shall not apply to mice, voles, pests, and other rodents unless such would be in violation of applicable laws.

Amendment Eight

Article VI, Section 6(l)(19) entitled "Electronic Transmitters" is hereby removed and stricken in its entirety from the Declaration.

Amendment Nine

Article VI, Section 10 is hereby amended to read as follows:

10. Governing Board. The Association shall be managed by a Board of Directors who shall be duly qualified and elected as further provided in the Bylaws.

CERTIFICATION

It is hereby certified that the foregoing amendments were duly approved by at least 67% of the Eligible Votes of the Members of the Association pursuant to Article III Section 42 of the Declaration. The Board of Directors has authorized the execution of this amendment.

SOLSTICE AT WATERS EDGE HOMEOWNER ASSOCIATION

a Utah nonprofit corporation

By: [Signature]

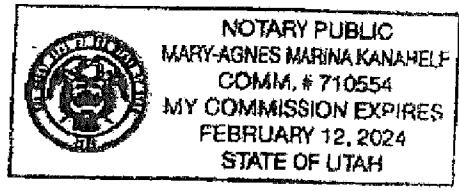
Name: Aaron Stephenson

Its: President

STATE OF UTAH)
COUNTY OF UTAH) ss.

On the 2nd day of October, 2021, personally appeared before me Aaron Stephenson who by me being duly sworn, did say that she/he is an authorized representative of the Solstice at Waters Edge Homeowners Association, and that the foregoing instrument is signed on behalf of said corporation and executed with all necessary authority.

Notary Public: [Signature]



**EXHIBIT A
Legal Description**

All Lots as shown on the official subdivision plat for the “Solstice at Waters Edge”.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°25'01" East 1620.44 feet along the section line and North 599.97 from the Southwest Corner of Section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian thence North 00°34'00" West 1.60 feet; thence Northerly 55.32 feet along the arc of a 938.00 foot radius curve to the left, through a central angle of 03°22'45", the chord of which bears North 02°15'23" West 55.31 feet; thence Northeasterly 15.05 feet along the arc of a 10.00 foot radius curve to the right, through a central angle of 86°14'11", the chord of which bears North 39°10'20" East 13.67 feet; thence North 05°43'15" West 56.03 feet; thence Northwesterly 15.56 feet along the arc of a 10.00 foot radius curve to the right, through a central angle of 89°10'03", the chord of which bears North 53°07'33" West 14.04 feet; thence Northerly 288.51 feet along the arc of a 938.00 foot radius curve to the left, through a central angle of 17°37'22", the chord of which bears North 17°21'12" West 287.37 feet; thence Northeasterly 15.31 feet along the arc of a 10.00 foot radius curve to the right, through a central angle of 87°43'59", the chord of which bears North 17°42'06" East 13.86 feet; thence North 28°27'09" West 55.50 feet; thence Northwesterly 15.31 feet along the arc of a 10.00 foot radius curve to the right, through a central angle of 87°42'10", the chord of which bears North 74°34'50" West 13.86 feet; thence Northwesterly 7.70 feet along the arc of a 938.00 foot radius curve to the left, through a central angle of 00°28'12", the chord of which bears North 30°57'51" West 7.70 feet; thence North 31°11'57" West 105.65 feet; thence Northwesterly 233.88 feet along the arc of a 436.00 foot radius curve to the left, through a central angle of 30°44'04", the chord of which bears North 46°33'59" West 231.08 feet; thence North 60°33'46" East 356.62 feet; thence North 59°55'53" East 13.44 feet; thence South 30°04'07" East 100.00 feet; thence North 59°55'53" East 100.00 feet; thence North 30°04'07" West 100.00 feet; thence North 59°55'53" East 25.00 feet; thence South 30°04'07" East 955.17 feet; thence South 60°33'46" West 189.79 feet; thence South 82°17'26" West 389.02 feet to the point of beginning.

9.46 acres more or less

Lots 1 through 77, Parcel B, Parcel C, Trail Corridor and Private Streets, contained within Solstice at Waters Edge, as the same is identified in the Plat Map recorded in Utah County, Utah as Entry No. 36411:2016 of the official records of the County Recorder of Utah County, Utah (as said Plat Map may have heretofore been amended or supplemented).

Parcel Serial Numbers: 66:522:0001 through 66:522:0081