

WHEN RECORDED RETURN TO:

Holmes Homes
126 West Sege Lily Drive, Ste 250
Sandy, Utah 84070

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR WASATCH SPRINGS TOWNHOMES**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Wasatch Springs Townhomes (the "First Amendment") is executed and adopted by Holmes Wasatch Springs, LLC (the "Declarant") on behalf of the Wasatch Springs Townhomes Owners Association, a Utah non-profit corporation (the "Association").

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Wasatch Springs Townhomes was recorded on June 9, 2017 as Entry No. 439086, Book 1192, beginning at Page 1582 in the offices of the Wasatch County Recorder (hereinafter the "Declaration").

B. This First Amendment affects the real property located in Wasatch County, State of Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

C. The Association desires to amend the Declaration as set forth in this First Amendment to alter the restrictions on the leasing of Units within the project.

D. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

E. As of the date of this First Amendment, the Declarant Control Period set forth in Article 13, Section 13.10 of the Declaration remains in effect.

F. Pursuant to Article 14, Section 14.2 of the Declaration, the undersigned hereby certifies that this First Amendment was approved by the Declarant pursuant to its unilateral amendment power.

NOW, THEREFORE, in consideration of the foregoing Recitals, the Declarant hereby executes this First Amendment, which shall be effective as of its recording date with the Wasatch County Recorder's office.

(1) **Amendment No. 1.** Article X, Section 10.2 of the Declaration is hereby amended in its entirety to read as follows:

10.2. Use of Units as Short-Term Rentals. Owners may rent their Units as Short-term Rentals provided they do so in compliance with the Governing Documents. The Board of Directors is authorized to establish procedures, rules, and regulations for Short-Term Rentals including, but not limited to: short-term rental qualification requirements, indemnification requirements, check-in procedures, access to Units, access to Common Areas and facilities, and limitations on short-term renters use of common amenities. Owners shall ensure the Unit is rented in compliance with the Governing Documents, including and any rules or regulations of the Association.

(2) **Conflicts.** All remaining provisions of the Declaration and any prior amendments not specifically amended in this First Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

(3) **Incorporation and Supplementation of Declaration.** This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment on behalf of the Association on the date set forth below.

DATED this 10 day of August, 2017.

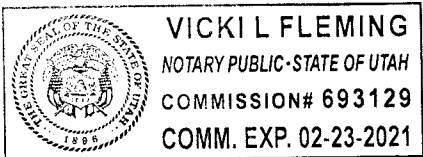
Holmes Wasatch Springs, LLC

By: [Signature]

Its: SECRETARY

STATE OF UTAH)
COUNTY OF Salt Lake ss.

On the 10th day of August, 2017, personally appeared before me Daron Smith who by me being duly sworn, did say that she/he is an authorized representative of Holmes Wasatch Springs, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



[Signature]
Notary Public

EXHIBIT A**[Legal Description]**

All of the Wasatch Springs Phase 1 Plat (Amending Iroquois Phase 5 Lot 8 and Parcel "B"), according to the official plat thereof, on file in the office of the Wasatch County Recorder.

More particularly described as:

All of Parcel B and Lot 8 of Iroquois Phase 5 Amended as recorded in the Wasatch County Recorder's Office as Entry No. 308976.

Beginning at a Northwesterly Corner of Parcel B, Iroquois Phase 5 Amended as recorded in the Wasatch County Recorder's Office as Entry No. 308976, said point given as North 89°50'20" West 389.02 feet along the Section Line (Basis of Bearing is S00°44'47"E 2643.70 feet between the Northwest Corner and the West Quarter Corner of Section 6) and South 00°09'40" West 792.00 feet from the West Quarter Corner of Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, said point also being on a 500.00 foot radius curve to the left, (radius bears North 43°45'06" West) and running thence along said Parcel B and Lot 8 of said Iroquois Phase 5 Amended the following (25) courses: 1) along the arc of said curve 233.55 feet through a central angle of 26°45'46"; 2) North 19°29'09" East 467.14 feet to a point on a 265.00 foot radius tangent curve to the right, (radius bears South 70°30'53" East); 3) along the arc of said curve 223.30 feet through a central angle of 48°16'47" to a point of reverse curvature with a 497.96 foot radius non tangent curve to the left, (radius bears South 56°06'29" East); 4) along the arc of said curve 144.67 feet through a central angle of 16°38'45"; 5) North 69°41'25" East 197.62 feet to a point on a 511.00 foot radius non tangent curve to the left, (radius bears North 64°55'11" East); 6) along the arc of said curve 328.20 feet through a central angle of 36°47'58"; 7) South 61°52'47" East 451.22 feet to a point on a 539.00 foot radius tangent curve to the right, (radius bears South 28°07'13" West); 8) along the arc of said curve 52.51 feet through a central angle of 05°34'55" to a point of compound curvature with a 16.00 foot radius non tangent curve to the right, (radius bears South 33°41'55" West); 9) along the arc of said curve 26.39 feet through a central angle of 94°30'08"; 10) South 38°11'53" West 30.00 feet to a point on a 225.00 foot radius tangent curve to the right, (radius bears North 51°48'06" West); 11) along the arc of said curve 81.32 feet through a central angle of 20°42'29"; 12) South 58°54'23" West 246.66 feet to a point on a 275.00 foot radius tangent curve to the left, (radius bears South 31°05'35" East); 13) along the arc of said curve 179.92 feet through a central angle of 37°29'10"; 14) South 21°25'17" West 70.04 feet to a point on a 225.00 foot radius tangent curve to the right, (radius bears North 68°34'45" West); 15) along the arc of said curve 137.83 feet through a central angle of 35°05'53"; 16) South 56°31'08" West 22.50 feet to a point on a 15.50 foot radius non tangent curve to the right, (radius bears North 33°29'10" West); 17) along the arc of said curve 24.35 feet through a central angle of 90°00'35"; 18) North 33°28'52" West 91.16 feet to a point on a 525.00 foot radius tangent curve to the left, (radius bears South 56°31'08" West); 19) along the arc of said curve 71.35 feet through a central angle of 07°47'12"; 20) North 41°16'03" West 268.08 feet to a point on a 275.00 foot radius tangent curve to the left, (radius bears South 48°43'56" West); 21) along the arc of said curve 102.84 feet through a central angle of 21°25'36" to a point of compound curvature with a 50.00 foot radius non tangent curve to the left, (radius bears South 27°20'56" West); 22) along the arc of said curve 79.95 feet through a central angle of 91°36'57"; 23) North 64°16'05" West 1.08 feet to a point on a 791.78 foot radius non tangent curve to the right, (radius bears North 64°16'05" West); 24) along the arc of said curve 287.05 feet through a central angle of 20°46'21"; 25) North 29°19'09" West 161.34 feet to the point of beginning.

Property contains 13.709 acres and 31 units.

00-0021-2415

00-0021-2384 through 00-0021-2417