

WHEN RECORDED RETURN TO:
Holmes Homes
126 West Segoe Lily Drive, Ste 250
Sandy, Utah 84070

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

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Wasatch Springs Townhomes (the "Second 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. The First Amendment to the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Wasatch Springs Townhomes was recorded with the Wasatch County Recorder on August 17, 2017 as Entry No. 441694, Book 1198, at Pages 1789-1791

C. This Second 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.

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

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

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

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

(1) **Amendment No. 1.** Article XI, Section 11.3 of the Declaration is hereby amended in its entirety to read as follows:

11.3. Leasing Restrictions. Any lease or rental agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the other Governing Documents and that any failure by tenant to comply with the terms of the Governing Documents shall be a default under the lease. Units may be leased only in their entirety. There shall be no subleasing of Units or assignment of leases without prior written approval of the Board. The Board shall be authorized to adopt Rules as permitted by this Declaration and Utah law to regulate and administer the leasing of Units in compliance with the terms of the Governing Documents.

(2) **Amendment No. 2.** The following subsections shall be added to Article X, Section 10.4 of the Declaration:

(f) No parking is permitted on the private streets within the Project. Parking is only allowed in designated Common Area parking areas, in driveways, or in garages.

(g) No vehicle may be parked or driven on or over any entryways, sidewalks, curbs, or lawns or landscaped areas in the Project. No vehicle may be parked in front of any trash dumpster, in any fire lane, or in any area marked as no parking. No vehicle may be parked in such a way as to impede access of emergency equipment, garbage or recycling trucks, or to impede access to any Unit or the Common Area and Facilities.

(h) Owners, Occupants and their guests and invitees are required to obey established speed limits within the Project and may be fined for violations.

(i) Notice of parking violations, fines, and warnings may be posted on the violating vehicle. Notices may contain a deadline for remedying the violation. Vehicles parked in violation of the Declaration, or the Rules, after the deadline in the notice may be towed, impounded, and stored at the vehicle-owner's expense.

(j) Vehicles may be towed, impounded, and stored at the vehicle owner's expense without any notice if a vehicle is parked in any manner that blocks snow removal activities, an Owner or Occupant's ability to move in or out of his/her driveway, parking area, or in and out of the Project, or in any manner that the Management Committee, in its sole discretion, determines to be unsafe. The Management Committee and its members shall be indemnified by, and held harmless by the owner of the vehicle from any loss, damage, or claim caused by, or arising out of, the impounding, towing, or storing of a vehicle pursuant to the parking restrictions in the governing documents.

(3) **Conflicts.** All remaining provisions of the Declaration and any prior amendments not specifically amended in this Second 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.

(4) **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 Second Amendment on behalf of the Association on the date set forth below.

DATED this 26 day of FEBRUARY, 2020.

**DECLARANT
HOLMES WASATCH SPRINGS, LLC**

By: [Signature]

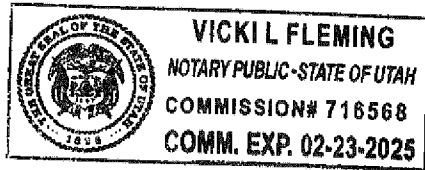
Name: DARON SMITH

Its: MANAGER

STATE OF UTAH

COUNTY OF Salt Lake

On the 26th day of Feb., 2020, personally appeared before me Dawn 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 **Wasatch Springs Phase 1, 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 as Entry Number 438160.

Including 31 Lots: A1, A2, B1, B2, B3, B4, B5, C1, C2, C3, C4, C5, D1, D2, D3, E1, E2, E3, E4, F1, F2, F3, F4, G1, G2, G3, G4, H1, H2, H3, H4

Parcel Numbers: 00-0021-2384 to 00-0021-2414

All of the lots and common area located within **PARCEL D** and **PARCEL E** of **Wasatch Springs Phase 2, 2nd Amendment to Iroquois Phase 5 Lot 7 and Phase 5 Exterior Boundary**, according to the official plat thereof, on file in the office of the Wasatch County Recorder as Entry Number 461000.

Including 58 Lots: I1, I2, I3, I4, I5, J1, J2, J3, J4, J5, J6, K1, K2, K3, K4, L1, L2, L3, L4, L5, M1, M2, M3, M4, N1, N2, N3, N4, N5, N6, O1, O2, O3, O4, P1, P2, P3, P4, P5, P6, Q1, Q2, Q3, Q4, Q5, Q6, R1, R2, R3, R4, R5, R6, S1, S2, S3, S4, S5, S6

Parcel Numbers: 00-0021-3560 to 00-0021-3617