

WHEN RECORDED, MAIL TO:

Olympus Investments  
2637 N 400 E #127  
North Ogden, UT 84414

**SECOND AMENDMENT TO THE  
AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR THE VISTAS AT EASTGATE**

THIS SECOND AMENDMENT TO THE A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VISTAS AT EASTGATE (this "**Amendment**") is made and effective as of the 21 day of January 2020 by the undersigned Declarant. This Amendment hereby amends that certain Amended & Restated Declaration of Covenants, Conditions and Restrictions for The Vistas At Eastgate, dated May 14, 2018 and filed in the office of the Davis County Recorder on May 14, 2018, as Entry No. 3093086 (the "**Amended Declaration**"). Except as otherwise provided in this Amendment, all capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Amended Declaration.

**RECITALS**

- A. The Amended Declaration amended in its entirety, restated, superceded and completely replaced the Declaration of Covenants, Conditions and Restrictions for The Vistas At Eastgate, dated May 3, 2018 and filed in the office of the Davis County Recorder on May 13, 2018, as Entry No. 3091350 (the "**Original Declaration**").
- B. As set forth in Article XV Section 6 of the Amended Declaration, the Amended Declaration replaced the Original Declaration to include, among other things, the authorization for the Declarant to unilaterally amend the Amended Declaration to: (1) correct mistakes and clarify ambiguities; and (2) modify the Amended Declaration regarding the "Commercial Project".
- C. The Amended Declaration was recorded prior to recording of a subdivision plat for the Vistas at Eaglegate and the "Commerical Property" was not legally defined at such time.
- D. To clarify the definition of the "Commercial Property" in the Amended Declaration and clarify the "Commercial Property" is not subject to the Original Declaration, the Amended Declaration and/or any amendments thereto, the undersigned Declarant desires to amend the Amended Declaration as set forth herein.

## AMENDMENT

NOW, THEREFORE, the undersigned Declarant hereby declares, for the reasons cited above, as follows, which shall run with the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

1. ARTICLE I, SECTION 20; Definition of Commercial Property. A new section, ARTICLE I, Section 20 is hereby added to the Amended Declaration as follows:

“Section 20. “Commercial Property” or “Commercial Unit” shall mean, collectively, the following lots:

- i. ALL OF LOT 105, VISTAS AT EASTGATE SUBDIVISION PHASE 1, LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, also known as Tax Parcel ID 094240105; and
- ii. ALL OF LOT 109, VISTAS AT EASTGATE SUBDIVISION PHASE 1, LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, also known as Tax Parcel ID 094240109.”

2. Termination of Amended Declaration on Commercial Property. In accordance with Article XV Section 6 of the Amended Declaration and as originally contemplated by Declarant, the Original Declaration, the Amended Declaration and/or any amendments thereto are hereby terminated with respect to the Commercial Property. Immediately upon recording of this Amendment, the Commercial Property will be free and clear from any encumbrances, past, present or future, imposed by the Original Declaration, the Amended Declaration and/or any amendments or modification thereto. Declarant acknowledges the owner of the Commercial Property, and its successors and assigns have no outstanding obligations under the foregoing and shall indemnify and hold harmless from any claims or losses relating thereto.

3. Declarant Authority and Representation. Declarant hereby acknowledges and agrees Declarant has full power and authority to enter into and record this Amendment. Declarant agrees to indemnify and hold harmless the owner of the Commercial Property and its successors and assigns for any claim, loss, damage or expense relating to any breach or misrepresentation of the foregoing authority.

3. Covenants Run With Land. This Amendment shall be binding upon each person or entity, personal representatives, successors, transferees and assigns and shall run with the land.

4. Amended Declaration Affirmed. As modified hereby, the Amended Declaration is hereby affirmed and deemed to continue in full force and effect.

5. Governing Law. This Amendment shall be governed by, and construed in accordance with, the law of the State of Utah without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Utah.

[SIGNATURE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed, delivered and recorded this Amendment as of the date and year first above written.

DECLARANT:

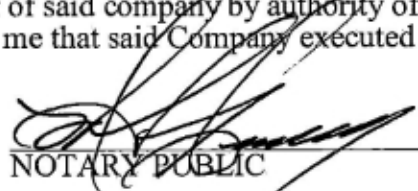
OLYMPUS INVESTMENTS, LLC

By:   
Name: Eric Thomas  
Title: Manager

STATE OF UTAH )  
: ss.  
County of ~~BLAKE~~ )  
*WEBER*

On this 21 day of January 2020, personally appeared before me Eric Thomas, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he is a Manager of Olympus Investments, LLC, a Utah limited liability company and that said document was signed by him in behalf of said company by authority of its governing documents, and said Eric Thomas acknowledged to me that said Company executed the same.



  
NOTARY PUBLIC  
My Commission Expires: 3-28-23

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

[TO BE ADDED LEGAL DESCRIPTION IN ORIGINAL AND AMENDED CC&RS]

3093086  
BK 7014 PG 684

EXHIBIT A

Legal Description of the Covered Property

That certain real property situated in Davis County, Utah, more particularly described as follows:

A portion of the SE1/4 of Section 3, Township 4 North, Range 1 West, Salt Lake Base & Meridian, located in Layton, Utah, more particularly described as follows:

Beginning at a point located N0°07'20"E along the ¼ Section line 290.00 feet from the South ¼ Corner of Section 3, T4N, R1W, S.L.B.& M.; thence N89°39'40"W along the north line of lands of Layton City 238.46 feet to the southeast corner of Lot 28, SUN HILLS PARK Subdivision, as constructed, according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence N0°19'12"E (record: N0°20'20"E) along said Plat and the extension thereof 393.52 feet to the southeasterly line of 3100 North Street as defined and described as part of NORTH HILLS ESTATES No. 4 Subdivision, according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence along said Plat the following 3 (three) courses and distances: N69°41'12"E 144.47 feet; thence along the arc of a 163.16 foot radius curve to the left 159.81 feet through a central angle of 56°07'04" (chord: N41°37'40"E 153.49 feet) to said ¼ Section line; thence N0°07'20"E along the ¼ Section line and extension of said Plat 466.78 feet to the Northwest Corner of the SW1/4 of the SE1/4 of said Section 3; thence S89°30'17"E along the 1/16<sup>th</sup> Section (40 acre) line 1,342.43 feet to the Northeast Corner of the SW1/4 of the SE1/4 of said Section 3; thence S0°11'47"W along the 1/16<sup>th</sup> Section (40 acre) line 1,322.92 feet to the Southeast Corner of the SW1/4 of the SE1/4 of said Section 3; thence N89°14'02"W along the Section line 366.78 feet to the southeast corner of that Real Property described in Deed Book 2327 Page 469 of the Official Records of Davis County; thence N0°50'58"E along said deed 525.00 feet; thence N89°14'02"W along said deed and extension thereof 980.66 feet to the ¼ Section line; thence S0°07'20"W 235.03 feet to the point of beginning.