

8/17



WHEN RECORDED, RETURN TO:  
The Shores, LLC  
17 E. Winchester St. Suite 200  
Murray, UT 84107

ENT 108128:2010 PG 1 of 7  
RODNEY D. CAMPBELL  
UTAH COUNTY RECORDER  
2010 Dec 10 4:03 pm FEE 81.00 BY CS  
RECORDED FOR NATIONAL TITLE AGENCY

Dated December 8, 2010

Space Above for Recorder's Use Only

**AMENDMENT NO. 2 TO THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SHORES SUBDIVISION**

**NTA 5354744 -AB**

Vineyard, Utah County, Utah

RECITALS

WHEREAS, Vineyard Shores, LLC, a Utah limited liability Company ("Original Declarant") previously owned that certain real property referred to on Exhibit A (the "Property") of those certain Declarations of Easement, Covenants, Conditions and Restrictions for the Shores Subdivision recorded as Entry No. 15660:2008 in the official records of the Utah County Recorder, as amended (the "Declaration");

WHEREAS, Far West Bank, a Division of American West Bank ("Far West") is successor in interest to the Original Declarant in the ownership of the Property;

WHEREAS, The Shores, LLC, a Utah limited liability company (the "Shores") is successor in interest to Far West in the ownership of all of the Property subject to the Declaration.

WHEREAS, pursuant to Article XIII, Section 13.02 of the Declaration, the Declaration may be amended by recorded instrument executed by owners of the Property holding at least sixty-percent (60%) of the total outstanding votes in the Association or the entirety of the Property;

WHEREAS, the Shores, by virtue of its 100% ownership interest in all of the Property holds more than sixty-percent (60%) of the outstanding votes in the Associations;

WHEREAS, the Shores has deemed it desirable to amend the Declaration pursuant to the provisions of this Amendment No.2 to the Declarations of Easement, Covenants, Conditions and Restrictions for the Shores Subdivision ("Amendment No. 2");

WHEREAS, this Amendment No. 2 when executed and recorded in the Office of the Utah County Recorder shall become effective as against the Property and the Property shall be subject hereto and the Declaration shall hereby be amended pursuant to, and to the extent applicable, augmented by this Amendment No. 2.

NOW THEREFORE, the Shores as successor in interest to Far West who was successor in interest to the Declarant hereby amends, restates and replaces in its entirety and, as applicable, adds the following specific sections the Declaration pursuant to this Amendment No. 2 as follows:

## ARTICLE II

### DEFINITIONS

**2.10 Common Areas** shall mean all portions of the Development except Lots, Units and the parcel of real property referred to on the Plat as "Clubhouse", and shall include all property owned by the Association for the common use and enjoyment of the Owners such as all private undedicated roadways and open spaces, if any, and the like, together with all easements appurtenant thereto, as reflected on the Plat. Notwithstanding the foregoing, and notwithstanding any contrary provision of the Declaration or any contrary meaning or understanding implied by the Plat, the parcel of real property referred to as "Clubhouse" on the Plat shall not be a part of the Common Areas, shall not be transferred to the Association, shall remain the property of the Shores (or its successors and assigns), and may be subdivided, built upon (including the construction of a home) sold or otherwise used or alienated by the Shores, its successors and assigns. The Shores shall have no obligation to the Associations, its Members or to any other party to dedicate, convey to, construct upon or utilize the real property referred to on the Plat as "Clubhouse" for public or Association purposes. Moreover, notwithstanding the foregoing, and notwithstanding any contrary provision of the Declaration or contrary meaning or understanding implied by the Plat, any and all private undedicated roadways or other areas of open space, if any, shown on the Plat may be dedicated to the City of Vineyard or to any other governmental entity at the sole discretion of the Shores, its successors and assigns without any further consent or vote of any Owner of the Association, and if so dedicated, shall no longer be considered a part of the Common Areas. In the event that all property shown on the Plat as open space is dedicated to the City of Vineyard or to any other governmental entity, the Property and the Plat shall be deemed to not contain any Common Areas, and all provisions of the Declaration specifically referring to or relating to Common Areas shall be inapplicable.

## ARTICLE V

### PROPERTY RIGHTS AND CONVEYANCES

**5.10 Transfer of Title to Common Areas.** Prior to the conveyance by the Shores of its final owned Lot within the Subdivision, the Shores shall convey to the Association title to the various Common Areas that might exist at that time, if any, free and clear of all liens other than mortgages and recorded interests, the lien of current general taxes, and the lien of any nondelinquent assessments, charges, or taxes imposed by governmental or quasi-governmental authorities.

## ARTICLE VI

### Use, Covenants, Conditions and Restrictions

**6.03 (e)** All Dwellings permitted on a Lot shall provide a minimum net floor area footprint of not less than 1800 square feet or a total net floor area above grade of not less than 2500 square feet exclusive of open porches and garages.

## ARTICLE VII

### ARCHITECTURAL CONTROL

**7.08 Declarants Obligation.** THIS PROVISION IS DELETED IN ITS ENTIRETY.

## ARTICLE X

BYLAWS

**10.01 Membership.** Every Owner upon acquiring a Lot shall automatically become a member of the Association and shall remain a member thereof until such time as his Ownership of such Lot ceases for any reason, at which time his membership in the Association with respect to such Lot shall automatically cease and the successor Owner shall become a member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the Ownership of a Lot. Notwithstanding the foregoing or anything else contained within the Declaration or the Bylaws, the Association is not required to be legally incorporated by the Shores, nor is it required to commence operation until the earlier of such time as the Shores sells its last Lot within the Property to a third party or transfers real property as Common Areas to the Association.

**10.02 Voting Rights.** The Association shall initially have two (2) classes of voting memberships as follows:

- (a) Class A. Each owner, other than the Shores for so long as the Class B membership continues, shall be a Class A member entitled to one (1) vote for each Lot in which such member holds the interest required for such Class A membership.
- (b) Class B. The Shores shall be the only Class B member and shall be entitled to five (5) votes for each Lot in which the Shores continues to own an interest; provided, however that such Class B membership shall lapse and become a nullity on the first to happen of the following events:
  - i. Ninety (90) days following the date upon which the total outstanding Class A memberships equal the total number of Class B votes to which the Shores is entitled; or
  - ii. On December 31, 2018; or
  - iii. Upon surrender by the Shores of the Class B membership in writing to the Association

Upon the lapse or surrender of the Class B membership, as provided herein, the Shores shall be and thereafter remain a Class A member as to each and every Lot in which the Shores holder the interest otherwise required for a Class A membership.

## ARTICLE XII

BYLAWSASSESSMENTS

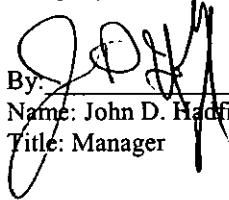
**12.16 Waiver by the Shores.** Notwithstanding anything contained in this Declaration or this Article XII to the contrary, until the earlier to occur of, (i) conveyance by the Shores of real property to the Association as Common Areas or, (ii) a transfer to the third party by the Shores of its last owned Lot within the Property, the Shores in its sole and absolute discretion may waive the applicability of any or all of the provisions of this Article XII for any period of time deemed desirable, as determined in its sole and absolute discretion.

[END OF AMENDMENTS]

Except for the specific provisions of the Declaration and any prior amendments thereto amended hereby, the Declaration and all prior amendment thereto shall remain in full force and effect. In the case of conflict between the provisions of this Amendment No.2 and the Declaration or any prior amendment thereto, the provisions of this Amendment No. 2 shall in all respects govern.

IN WITNESS WHEREOF, this Amendment No. 2 to the Declaration of Easements, Covenants, Conditions and Restrictions for the Shores Subdivision has been executed as of the day and year first written above.

THE SHORES, LLC, a Utah limited liability  
Company

By:   
Name: John D. Hadfield  
Title: Manager

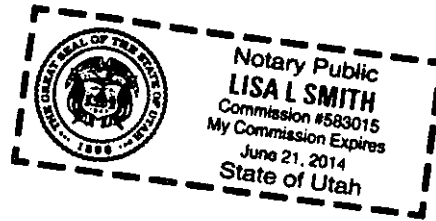
STATE OF UTAH )  
COUNTY OF <sup>US</sup> Salt Lake )SS:  
UTAH )

On this 10 day of December, 2010 personally appeared before me John D. Hadfield, being duly sworn and the said individual did say that he is the Manager of The Shores, LLC, and that the within and foregoing Amendment No. 2 was signed on behalf of the said Shores, LLC as the successor in interest of the Declarant.

*[Handwritten Signature]*  
NOTARY PUBLIC  
Residing at: Salt Lake City, UT

My Commission Expires:

6-21-14



## EXHIBIT A

## LEGAL DESCRIPTION OF PROPERTY

A PARCEL OF LAND SITUATED IN THE EAST HALF OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND LOCATED IN THE TOWN OF VINEYARD UTAH COUNTY, UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SITUATED SOUTH 89°38'03" WEST ALONG THE EXTENSION OF THE CENTER SECTION LINE OF SECTION 17, AS DEFINED BY THE FOUND BRASS CAP MONUMENTS MARKING THE EAST AND THE WEST QUARTER CORNER OF SECTION 17, FROM THE EAST QUARTER OF SAID SECTION 18, 1976.04 FEET, AND RUNNING THENCE SOUTH 06°22'16" WEST 23.66 FEET TO A POINT ON A 85.00 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 69.02 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 46°31'16" BEARING TO CENTER SOUTH 10°46'19" EAST (CHORD BEARING SOUTH 77°30'41" EAST 67.14 FEET) TO A POINT OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 17.64 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°52'28" (CHORD BEARING SOUTH 39°48'49" EAST 17.45 FEET) TO A POINT OF A 285.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 120.92 FEET ALONG THE ARC OF SAID THROUGH A CENTRAL ANGLE OF 24°18'34" (CHORD BEARING SOUTH 13°13'18" EAST 120.01 FEET); THENCE SOUTH 01°04'01" EAST 856.86 FEET TO A POINT OF A 21.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 33.00 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°03'00" (CHORD BEARING SOUTH 43°57'29" WEST 29.71 FEET); THENCE SOUTH 88°58'59" WEST 13.98 FEET; THENCE SOUTH 01°04'01" EAST 56.00 FEET; THENCE NORTH 88°58'59" EAST 14.00 FEET TO A POINT OF 21.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 32.99 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING SOUTH 46°04'01" EAST 29.70 FEET); THENCE SOUTH 01°04'01" EAST 1024.06 FEET TO A BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 152258 IN 2006 AS OF OFFICIAL RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE SOUTH 89°45'29" WEST 121.97 FEET ALONG SAID BOUNDARY LINE AGREEMENT; THENCE SOUTH 89°59'50" WEST ALONG SAID BOUNDARY LINE AGREEMENT 17.39 FEET MORE OR LESS TO THE 1856 MEANDER LINE OF UTAH LAKE AS DEFINED BY THAT SURVEY PERFORMED BY THE GOVERNMENT LAND OFFICE IN 1856 OF OFFICIAL RECORDS; THENCE NORTH 31°10'54" WEST ALONG SAID MEANDER LINE 660.49 FEET; THENCE NORTH 17°31'58" WEST 361.55 FEET ALONG SAID MEANDER LINE; THENCE LEAVING SAID MEANDER LINE NORTH 03°56'53" WEST 27.03 FEET; THENCE NORTH 17°16'12" WEST 132.23 FEET; THENCE NORTH 35°59'43" WEST 20.14 FEET MORE OR LESS TO THE AFORESAID MEANDER LINE; THENCE NORTH 02°01'53" WEST 345.13 FEET ALONG SAID MEANDER LINE; THENCE LEAVING SAID MEANDER LINE NORTH 10°23'00" EAST 22.88 FEET; THENCE NORTH 13°30'29" EAST 145.72 FEET; THENCE NORTH 04°44'12" EAST 157.91 FEET; THENCE NORTH 05°33'09" WEST 142.79 FEET; THENCE NORTH 0°19'35" WEST 204.96 FEET; THENCE NORTH 02°49'19" WEST 229.75 FEET; THENCE NORTH 08°31'51" WEST 86.75 FEET; THENCE NORTH 01°45'37" WEST 187.41 FEET; THENCE NORTH 05°43'53" EAST 139.00 FEET; THENCE NORTH 19°27'12" EAST 98.36 FEET; THENCE NORTH 02°24'15" WEST 125.35 FEET; THENCE NORTH 16°34'43" EAST 78.81 FEET; THENCE NORTH 27°18'36" EAST 62.16 FEET TO A BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO.: 138759 IN 2004 AS OF OFFICIAL RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE NORTH 89°59'45" EAST ALONG SAID BOUNDARY LINE AGREEMENT 499.37; THENCE SOUTH 01°04'01" EAST 757.21 FEET TO A POINT OF A 315.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 49.43 FEET

ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°59'28" (CHORD BEARING SOUTH 05°33'45" EAST 49.38 FEET); THENCE SOUTH 22°51'36" WEST 30.77 FEET TO A POINT ON A 73.00 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 28.34 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°14'46" BEARING TO CENTER NORTH 79°20'00" WEST (CHORD BEARING SOUTH 21°47'23" WEST 28.16 FEET); TO A POINT OF A 23.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 13.41 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°24'17" (CHORD BEARING SOUTH 49°36'55" WEST 13.22 FEET); TO A POINT OF A 223.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 32.31 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°18'03" (CHORD BEARING SOUTH 70°28'05" WEST 32.28 FEET); THENCE SOUTH 74°37'06" WEST 32.98 FEET; THENCE SOUTH 06°22'16" WEST 46.65 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,618,505 SQUARE FEET OR 37.16 ACRES. MORE OR LESS

Tax Id No. as follows:

66-250-0001	66-250-0026	66-251-0051
66-250-0002	66-250-0027	66-251-0052
66-250-0003	66-250-0028	66-251-0053
66-250-0004	66-250-0029	66-251-0054
66-250-0005	66-250-0030	66-251-0055
66-250-0006	66-250-0031	66-251-0056
66-250-0007	66-250-0032	66-251-0057
66-250-0008	66-250-0033	66-251-0058
66-250-0009	66-250-0034	66-251-0059
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66-250-0013	66-250-0038	
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66-250-0025	66-251-0050	