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 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 FERRAN CONSTRUCTION  
 9090 S 300 W  
 SANDY UT 84070  
 BY: EAP, DEPUTY - WI 13 P.

WHEN RECORDED RETURN TO:

First Utah Bank  
 11025 South State Street  
 Sandy, Utah 84070  
 Attention: Nathan Anderson

**SECOND AMENDMENT TO  
 DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
 MIDVALLEY STATION TOWN HOMES**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTION MIDVALLEY STATION TOWN HOMES** (this "Amendment") is made and executed this March 9, 2011 by FIRST UTAH BANK doing business as Skyline Real Estate, with an address of 11025 South State Street, Sandy, Utah 84070, as successor-in-interest to DBC Enterprises, LLC ("Declarant") and MIDVALLEY STATION TOWNHOMES PUD HOME OWNERS ASSOCIATION, INC., a Utah nonprofit corporation (the "Association").

A. DBC Enterprises, LLC previously recorded that certain Declaration of Covenants, Conditions, and Restrictions Establishing a Plan of Townhome Ownership for Midvalley Station Town Homes on January 10, 2008, as Entry No. 10319902, in Book 9557, on Pages 6520-6579 of the Official Records of the Salt Lake County Recorder, as later amended by Declarant and the Association pursuant to that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Midvalley Station Town Homes, recorded on September 23, 2009, as Entry No. 10803289, in Book 9765, on Pages 2392-2400 (collectively, the "Original Declaration").

B. The Original Declaration governs the town home planned unit development project commonly known as "Midvalley Station" located in Midvale, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein (the "Project").

C. The plat map for the Midvalley Station Town Homes P.U.D., as amended, was previously recorded in the Official Records of the Salt Lake County Recorder.

D. The Article III, Section 32 of the Original Declaration allows for an amendment of the Original Declaration and the Plat Map by affirmative vote or consent of at least 67% of the Owners.

E. Declarant now desires to amend the Original Declaration as set forth herein and the Plat Map, as permitted by the Declaration.

NOW, THEREFORE, Declarant hereby amends the Original Declaration as follows:

1. **Definitions.** All capitalized terms used and not otherwise defined in this Amendment shall have the meaning given them in the Original Declaration. "Declaration" shall mean and refer to the Original Declaration, as amended by this Amendment.

2. **Amendment to Article I, Section 13(e).** Article I, Section 13 (Common Areas), sub-section 13(e) shall be deleted in its entirety and replaced with the following sub-section.

e) The common amenities of the Project, including any playgrounds, recreational areas, and picnic areas that may be constructed at the Declarant's discretion.

3. **Amendment to Article I, Section 30.** Article I, Section 30 (Limited Common Areas), is deleted in its entirety and replaced with the following section:

30. Limited Common Areas shall mean and refer to those portions of the Common Areas which are either specifically designated by Declarant or on the Plat Map as "Limited Common Area" and are thereby allocated for the exclusive use of one or more Units but fewer than all of the Units, including, but not limited to, the driveways, fences, decks, patios, landings, and rear yards of all Units.

4. **Amendment to Article III, Section 5(e).**

(a) Article III, Section 5(e)(4) (Removing Garbage, Dust & Debris) is amended to provide that garbage containers and recycling containers, if any, shall be stored out of sight except for a 24-hour period on garbage collection days.

(b) Article III, Section 5(e)(17)(b) (Storage and Parking of Vehicles) is deleted in its entirety and replaced with the following section:

b. No more than two (2) vehicles may be regularly parked on any given Lot and shall be parked regularly in the garage.

(c) The first paragraph of Article III, Section 5(e)(20) (Pets) is deleted in its entirety and is replaced with the following. The second and third paragraphs of such Section shall remain unchanged:

(2) Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept at the Project, except that any Owner may keep not more than a total of two dogs and/or cats, subject to any additional rules and regulations adopted by the Association through its Management Committee. Any dog shall weigh less than thirty (30) pounds or measure less than thirty (30) inches in height measured at the back hips, and any cat must be kept within a Unit. Notwithstanding any of the foregoing, no dog of any breed

that is commonly known as an aggressive breed shall be allowed, including, but not limited to, pit bulls and rottweilers. Under no circumstances shall any pets be kept, bred, or maintained for any commercial purpose.

5. **Amendment to Article III, Section 6.** Article III, Section 6 (Leases) is amended to provide that a lease shall be delivered to the Association within a reasonable period following execution of such lease, but not later than the commencement of the lease term.

6. **Amendment to Article III, Section 9.** Article III, Section 9 (Transportation Oriented Development) is deleted in its entirety and is replaced with the following:

9. Transportation Oriented Development. Because the Project is located in the transportation oriented development zone, the residents of the Project are encouraged to utilize available public transportation options, such as TRAX, which is in close proximity to the Project.

7. **Amendment to Article III, Section 13.** Article III, Section 13 (Management Committee Meetings) is deleted in its entirety and is replaced with the following:

Regular meetings of the Management Committee shall be held at periodic intervals, at least quarterly, or more frequently as determined by vote of the Management Committee at such time and place as the Management Committee may determine. No notice need be given of regular Management Committee meetings. Special Management Committee meetings shall be held whenever called by the President or by any two (2) members of the Management Committee. Reasonable effort shall be made to give either oral or written notice of a special meeting to each Management Committee member at least twenty-four (24) hours before the time fixed for the meeting. The propriety of holding any meeting which is attended by all Management Committee members may be challenged on grounds of inadequate notice. A quorum for the transaction of business of any committee meeting shall consist of a Majority of all the members then in office.

8. **Amendment to Article III, Section 16.**

(a) Article III, Section 16(a) (Annual Meeting) is amended to provide that the annual meeting shall be held in the fourth quarter of each year or as otherwise determined by the Management Committee.

(b) Article III, Section 16(d) (Quorum) is deleted in its entirety and is replaced with the following:

d) Quorum. The presence of the Owners (in person or by proxy) by at least ten (10%) of the Owners entitled to cast a vote shall

constitute a quorum for the transaction of business at any Owner's meeting.

9. **Amendment to Article III, Section 17(b).** Article III, Section 17(b) (Class B) is deleted in its entirety and is replaced with the following:

b) **Class B.** Class B Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale of Lots, and who is designated as such in a recorded instrument executed by Declarant. The Class B Member shall originally be entitled to three (3) votes per Lot owned. The Class B membership shall terminate, and Class B membership shall convert to Class A Membership upon the happening of the earlier of the following (which is hereinafter referred to as the "Event or "Events"):

(1) **Lots Sold.** Immediately following the sale of 100% of the Units (constructed upon the Lots); or

(2) **Declarant Determination.** When, in its sole discretion, Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot owned. At such time, the Declarant shall call a meeting, in the manner described in the Bylaws of the Association for special meetings, to advise the membership of the termination of Class B status and, if it has not already occurred, to schedule transition of the operation and management of the entire Project to the Association.

10. **Amendment to Article III, Section 17.** Amendment to Article III, Section 17 is amended to add the following provision as sub-section (c):

c) **Counting of Votes.** Any time this Agreement provides for approval or disapproval by the vote of a certain percentage of the Owners, the percentage shall be determined by a fraction, the numerator of which shall be the total number of votes cast by the Owners (for either approval or disapproval, as appropriate, taking into account that each Class A Member is entitled to one vote per Unit and each Class B Member is entitled to three votes per Unit), and the denominator of which shall be the total number of votes possible by all Owners.

11. **Amendment to Article III, Section 20.** Article III, Section 20 (Operation, Maintenance and Alterations), Sub-sections (a), (c), and (e) of the Original Declaration are deleted in their entirety and replaced with the following sub-sections:

a) Area of Common Responsibility. The Association shall maintain, repair, and replace, as needed from time to time, the Common Areas and certain Improvements constructed or installed thereon and in, on, or about the Lots, including but not limited to all entrances to and exits from the Project, streets, roads, any open parking spaces, street lighting, common sidewalks, curbs and gutters, landscaping, green space and sprinkler systems, central utility systems for power, light, and water, and all grass edging and mowing as well as the preparation, maintenance, and planting of the flower beds in the front yard, except as otherwise provided in sub-section 20.e below. The foregoing items are referred to as the "Area of Common Responsibility".

c) Snow and Ice Accumulations. The Association shall remove all ice and snow accumulations from the Common Areas, including roads, streets, and common walkways (sidewalks) located in front of the Units along the streets. The Association shall not be required to remove snow and ice accumulations from the common walkways (walking paths) located at the rear and on the side of some Units. Each Owner shall remove all ice and snow accumulations from all other locations, including but not limited to all driveways, walkways and steps leading up to the Unit, decks, patios, and landings.

d) Garbage Removal. Each Owner shall be responsible to remove all garbage, debris, and refuse from his Lot, and deposit it in the designated containers assigned to each Unit and picked up by the municipality. All garbage containers and recycling containers, if any, shall be stored out of sight except for a 24-hour period on garbage collection days.

e) Area of Personal Responsibility. Each Owner shall maintain, repair, and replace his Lot and Unit, all of the Improvements constructed or installed thereon, and the Limited Common Areas located on or adjacent to his Lot and Unit. The following items are expressly included in the Area of Personal Responsibility: all roofs, foundations, footings, columns, girders, beams, supports and main walls of any Unit and garage, all individual utility services such as power, light, gas, hot and cold water, heating, refrigeration and air conditioning systems, fixtures, windows, doors, patios, landings, balconies, decks, garage doors, garage door systems, fences, driveways, walkways and steps leading up to the Unit on any side, and the preparation, maintenance, and planting of all flower beds of the rear yard of a Unit. In addition, each Owner shall maintain the landscaping, including the grass edging and mowing of the lawn, if such yard is fenced. The Owners of any Units that share a fence shall coordinate with each other and be

responsible for the maintenance, repair, and replacement of such fence and shall divide the cost equally between the two; provided, however, if the fence is damaged as a result of the action or inaction of an Owner, his Family, a Guest, or lessee of only one of the Units, the Owner of such Unit shall be cause the shared fence to be repaired or replaced within a reasonable time following the damage and shall be responsible for the cost of the same. If an item is not included in the Area of Common Responsibility and it is located in, on, under or above a Lot, then it shall be the responsibility of the Owner, unless otherwise determined in writing by the Management Committee ("Area of Personal Responsibility").

12. **Amendment to Article III, Section 21(j).** Article III, Section 21(j) (Reserve Accounts) is amended to provide that reserve accounts may be funded out of regular Assessments and/or special Assessments.

13. **Amendment to Article III, Section 24(c).** Article III, Section 24(c) (Individual Assessments) is deleted in its entirety.

14. **Amendment to Exhibit A.** Exhibit A (Legal Description) to the Declaration, containing the legal description, is deleted and replaced in its entirety with Exhibit A attached to this Amendment.

15. **Amendment to Exhibit B.** Exhibit B (Percentage of Ownership Interests) to the Declaration, describing the Unit numbers, percentage of ownership interest in the Association, and other items, is deleted and replaced in its entirety with Exhibit B attached to this Amendment.

16. **Reserve Analysis.** The Declaration is amended to provide that the Association shall cause to be conducted a reserve analysis before July 1, 2012, and thereafter no less frequently than every five years, or as otherwise required by Utah Code Annotated ("UCA") Section 57-8a-211(2). The Association shall review a previously conducted reserve analysis at least every two years, or as otherwise required by UCA Section 57-8a-211(2), and shall update it as necessary. Any reserve account shall be maintained in accordance with UCA Section 57-8a-211.

17. **Owner Consent.** By execution below, the Management Committee on behalf of the Association certifies that at least 67% of the Owners have approved this Amendment and the amendment of the Plat Map, either by vote as required by Section 32 of the Original Declaration, or have otherwise provided consent pursuant to Section 30 of the Original Declaration.

18. **Recitals.** The recitals set forth above and the exhibits attached to this Amendment are each incorporated in to this Amendment as if set forth in full herein.

19. **Full Force and Effect.** Except as expressly provided in this Amendment, the Original Declaration shall remain in all other respects unmodified and in full force and effect. In

the event of any conflict or inconsistency between the terms of this Amendment and the Original Declaration, the terms of this Amendment shall control.

20. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

This Amendment has been executed as of the date written above.

FIRST UTAH BANK, a Utah corporation,  
dba Skyline Real Estate

By: Nathan A. Anderson  
Print Name: \_\_\_\_\_  
Title: SUP

MID VALLEY STATION TOWN HOMES PUD  
HOME OWNERS ASSOCIATION, INC.,  
a Utah nonprofit corporation

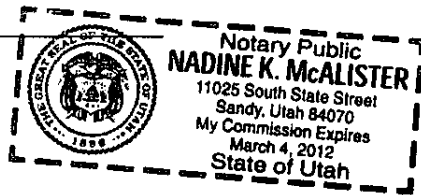
By: Nathan A. Anderson  
Name: \_\_\_\_\_  
Title: Secretary & Treasurer

STATE OF UTAH)  
: ss.  
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 4th day of May, 2011, by Nathan A. Anderson, the Senior Vice President of FIRST UTAH BANK, a Utah corporation.

Nadine K. McAlister  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires: 3-4-12



STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

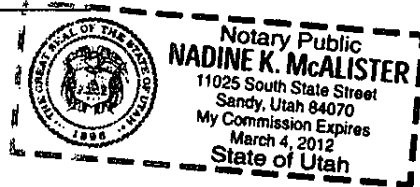
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2011, by Nadine K. McAlister, as the SA/PVCA of the Midvalley Station Town Homes PUD Home Owners Association, Inc., a Utah nonprofit corporation.

Nadine K. McAlister

NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires: 3-4-12





**EXHIBIT A**

**LEGAL DESCRIPTION**

The real property located in the City of Midvale, County of Salt Lake, State of Utah and is more particularly described as follows:

All units as contained within the Midvalley Station Town Homes P.U.D. Second Amended, as identified in the Record of the Survey Map recorded in Salt Lake County, Utah (as said Map may hereafter be amended, supplemented, and/or ratified).

Including any and all common ownership areas and open space identified on plat map for the Midvalley Station Town Homes P.U.D. Second Amended, recorded in Salt Lake County, Utah, (as said plat map may hereafter be amended, supplemented, and/or ratified), and in the Declaration of Covenants, Conditions, and Restrictions of Midvalley Station Town Homes, recorded in Salt Lake County on January 10, 2008 as Entry No. 10319902, in Book 9557, at Page 6520, as amended by that First Amendment to Declaration of Covenants, Conditions, and restrictions for Midvalley Station Town Homes, recorded on September 23, 2009, as Entry No. 10803289, in Book 9765, on Pages 2392-2400, as amended by this Amendment (as said Declaration may hereafter be amended and/or supplemented).

**EXHIBIT B**

**SCHEDULE OF UNITS, VOTES, AND UNDIVIDED INTERESTS IN COMMON  
AREAS AND FACILITIES**

<b>UNIT/LOT NUMBER</b>	<b>NUMBER OF VOTES PER UNIT/LOT</b>	<b>UNDIVIDED INTEREST PER UNIT IN THE COMMON AREAS AND FACILITIES</b>
Unit 1	1	0.0107
Unit 2	1	0.0107
Unit 3	1	0.0107
Unit 4	1	0.0107
Unit 5	1	0.0107
Unit 6	1	0.0107
Unit 7	1	0.0107
Unit 8	1	0.0107
Unit 9	1	0.0107
Unit 10	1	0.0107
Unit 11	1	0.0107
Unit 12	1	0.0107
Unit 77	1	0.0107
Unit 78	1	0.0107
Unit 79	1	0.0107
Unit 80	1	0.0107
Unit 81	1	0.0107
Unit 82	1	0.0107
Unit 100	1	0.0107
Unit 101	1	0.0107
Unit 102	1	0.0107
Unit 103	1	0.0107
Unit 104	1	0.0107
Unit 105	1	0.0107

Unit 106	1	0.0107
Unit 107	1	0.0107
Unit 108	1	0.0107
Unit 109	1	0.0107
Unit 110	1	0.0107
Unit 111	1	0.0107
Unit 112	1	0.0107
Unit 113	1	0.0107
Unit 114	1	0.0107
Unit 215	1	0.0107
Unit 216	1	0.0107
Unit 217	1	0.0107
Unit 218	1	0.0107
Unit 219	1	0.0107
Unit 220	1	0.0107
Unit 221	1	0.0107
Unit 222	1	0.0107
Unit 223	1	0.0107
Unit 224	1	0.0107
Unit 225	1	0.0107
Unit 226	1	0.0107
Unit 227	1	0.0107
Unit 228	1	0.0107
Unit 229	1	0.0107
Unit 230	1	0.0107
Unit 231	1	0.0107
Unit 232	1	0.0107
Unit 233	1	0.0107
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Unit 236	1	0.0107

Unit 237	1	0.0107
Unit 238	1	0.0107
Unit 239	1	0.0107
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Unit 250	1	0.0107
Unit 251	1	0.0107
Unit 252	1	0.0107
Unit 253	1	0.0107
Unit 254	1	0.0107
Unit 255	1	0.0107
Unit 256	1	0.0107
Unit 257	1	0.0107
Unit 258	1	0.0107
Unit 259	1	0.0107
Unit 260	1	0.0107
Unit 261	1	0.0107
Unit 262	1	0.0107
Unit 263	1	0.0107
Unit 165	1	0.0107
Unit 166	1	0.0107
Unit 167	1	0.0107
Unit 168	1	0.0107

Unit 169	1	0.0107
Unit 170	1	0.0107
Unit 171	1	0.0107
Unit 172	1	0.0107
Unit 173	1	0.0107
Unit 174	1	0.0107
Unit 175	1	0.0107
	<b>Total Votes Held by Owners = 93</b>  (Note: Does not include Votes Held by Declarant)	<b>Total Percentage Interests = 100%</b>