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10/5/2011 12:55:00 PM \$91.00  
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Gary W. Ott  
Recorder, Salt Lake County, UT  
KIRK A CULLIMORE PC  
BY: eCASH, DEPUTY - EF 2 P.

WHEN RECORDED RETURN TO:  
The Law Offices of Kirk A. Cullimore  
644 East Union Square  
Sandy, UT 84070

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR SPRING HOLLOW HOMEOWNERS ASSOCIATION**

**This Amendment to the Declaration of Covenants, Conditions and Restrictions for Spring Hollow Homeowners Association is made by Spring Hollow Homeowners Association (the "Association").**

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions for Spring Hollow Homeowners Association was recorded in the Salt Lake County Recorders Office on March 16, 2006, as Entry 9664003, as amended and supplemented (the "Declaration").

B. This amendment shall amend the Declaration as noted below and shall apply to the lands described in Exhibit "A" and shall be binding against all of the property described in the Declaration and any annexation, expansion, or supplement thereto;

C. The Association desires to amend the CC&Rs to resolve certain inconsistencies with the plat map and the actual construction and to create a more practical time for the annual meeting;

D. Pursuant to Article III, Section 30 of the Declaration, at least sixty-seven percent (67%) of the members of the Association have approved this amendment.

**NOW, THEREFORE,** the Association hereby amends the following sections of the Declaration, to read as follows:

**Article III, Section 9, shall be amended to read as follows:**

9. If any part of the Common Areas encroaches on a Lot, an easement for the encroachment and for maintenance shall exist. If any part of a Lot encroaches upon the Common Areas or another Lot, an easement for the encroachment and for maintenance shall exist. Such encroachments will not be considered to be encumbrances to the Common Areas or Lots. Encroachment causes include, without limitation, errors in the original construction; errors in the Map; errors in the surveys; settling, rising, or shifting of the earth; or changes in position caused by repair or reconstruction of the Project.

**Article III, Section 15(a), shall be amended in its entirety to read as follows:**

- a) Annual Meeting. The annual meeting of the Owners shall be held in October of

each year. The Management Committee shall determine the time, day, and place. The Management Committee shall send written notice to each Owner at the street address or electronic address shown on the records of the Association. The notice shall be sent at least 10 but not more than 30 days before the date of the annual meeting and shall state the time, day, place, and general purpose of the meeting.

IN WITNESS WHEREOF, the President and Secretary of the Association have executed this Amendment to the Declaration in accordance with Article III, Section 30 of the Declaration.

**SPRING HOLLOW HOMEOWNERS ASSOCIATION**

Kim S. Mangum  
By: \_\_\_\_\_  
Its: President  
Date: 9-21-2011

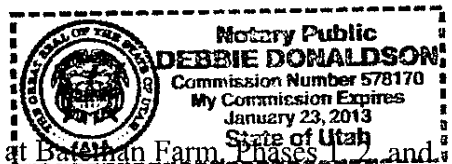
Bonnie Butler  
By: \_\_\_\_\_  
Its: Secretary  
Date: 10/5/11

STATE OF UTAH                    )  
  :SS  
County of Utah                    )

On 10/5/11 2011, personally appeared Kim S. Mangum and Bonnie Butler who, being first duly sworn, did that say that they are the President and Secretary of the Association, and that this instrument was signed on behalf of said Association by authority of its Members; and acknowledged said instrument to be their voluntary act and deed.

Debbie Donaldson  
Notary Public for Utah

**EXHIBIT A  
Legal Description**



All Lots and Common Area contained within Spring Hollow at Bateman Farm, Phases 1, 2, and 3 appearing in the records of the County of Salt Lake, State of Utah.

Parcel Nos.: 21233520300000 and all other parcels located in Spring Hollow at Bateman Farms, Phases 1, 2, and 3.