

When Recorded, Return to:
Millcreek Garden Townhomes, LLC
1042 E. Fort Union Blvd, # 226
Midvale, Utah 84047

12136812
9/22/2015 10:51:00 AM \$51.00
Book - 10363 Pg - 5539-5544
Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

Space Above for Recorder's Use

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
ESTABLISHING A PLANNED UNIT DEVELOPMENT FOR
MILLCREEK GARDENS P.U.D.

THIS FIRST AMENDMENT TO DECLARATION of Covenants, Conditions and Restrictions of Millcreek Gardens P.U.D., is made and executed this 21 day of September, 2015, by MILLCREEK GARDEN TOWNHOMES, LLC, a Utah limited liability company of Midvale, Utah (hereinafter referred to as "Declarant"), and the BOARD OF TRUSTEES for MILLCREEK GARDENS HOA, INC., a Utah non-profit corporation with its principal office located in Midvale Utah.

RECITALS:

A. Millcreek Garden Townhomes, LLC, is the Declarant as identified and set forth in that certain Declaration of Covenants, Conditions and Restrictions Establishing a Planned Unit Development for Millcreek Gardens P.U.D., dated as of July 15, 2014, and recorded in the office of the Salt Lake County Recorder on July 18, 2014, as Entry No. 11883174, in Book 10246, beginning at page 3843 (the "Declaration").

B. The Declaration applies to Millcreek Gardens P.U.D. (the Project, as defined in the Declaration). The Project is more particularly described on the attached Exhibit A.

C. Declarant and the Board of Trustees desire to amend the Declaration to clarify the insurance provisions and harmonize them within the Declaration, and to make other minor revisions and clarifications.

NOW, THEREFORE, in consideration of the recitals set forth above, the Declarant hereby declares and certifies as follows:

1. Amendment to Signs Provision. Paragraph 6(f)(13) of the Declaration is hereby amended to read as follows:

Signs. No signs shall be erected or displayed on the Common Area or on any Unit except signs placed by authority of the Board of Trustees. More specifically, no signs shall be erected or displayed in any window, on any fence, in any yard, or attached to any Dwelling Unit without the

prior written consent of the Board of Trustees. Notwithstanding any provision in this Declaration to the contrary, so long as the Declarant retains ownership of any Units, Declarant may erect signs as it reasonably determines are necessary for the sale or promotion of such Units. No sign other than one (1) sign of customary and reasonable size shall be erected or displayed on any Unit without prior written permission of the Board of Trustees. The sign must be no larger than 2' X 3', and only displayed in a window. No signs, whatsoever, may be displayed anywhere outside the Unit unless the Board of Trustees first issues written permission to the Owner

2. Amendment to Parking Provision. Paragraph 6(f)(16)(f) of the Declaration is hereby amended to read as follows:

Owner's vehicles that are parked overnight or for long periods of time must be parked in the garage. No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed. No storage shall be allowed in any garage which obstructs or prevents the parking of the intended number of vehicles within the garage as originally designed and constructed;

In addition, paragraph 6(f)(16)(o) is hereby amended to read as follows:

There are two access roads that extend north from Windy Garden Lane. The first ("Private Road 1") services Lots 23-27; the second ("Private Road 2") services lots 28-32. There are parking stalls at the end of each access road. The parking stalls at the end of Private Road 1 and Private Road 2 are unreserved, and may be used for vehicular parking by any Unit Owner, subject to the restrictions set forth in paragraph 6(f)(16) (as amended herein). No resident shall store, repair or restore any vehicle of any kind in, on or about the parking stalls at the ends of Private Roads 1 and 2, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

3. Amendment to Pets Provision. Paragraph 6(f)(19) of the Declaration is hereby amended to read as follows:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept at the Project, except that no more than two (2) dogs, cats or other normal household pets may be kept in Units subject to rules and regulations adopted by the Association through its Board of Trustees, provided that such pets are not kept, bred, or maintained for any commercial purpose. The pets permitted in a Unit under this paragraph may not exceed a combined total weight of 100 pounds.

Subparagraphs (a) through (f) in paragraph 6(f)(19) are hereby reincorporated in their entirety, without amendment.

4. Amendment to Insurance Coverage Provision. Paragraph 22(a) of the Declaration is hereby amended to read as follows:

Coverage. Consistent with paragraph 21(n) of this Declaration, the insurance coverage of the Association shall be primary with respect to an Owner's Unit, including all covered losses. The insurance coverage of an Owner shall be primary with respect to the portion of any loss attributable to the deductible of the Association's policy, and with respect to the Owner's personal property and contents. If two or more Owners suffer a loss in a single event, they are each responsible for payment of a portion of the Association's deductible based on the percentage

of loss they each suffered. If an Owner has no insurance for a covered cause of a loss, the Owner is personally liable to pay for the loss up to the amount of the Association's deductible.

5. Representations and Certification of Declarant and Board of Trustees. Declarant and the Board of Trustees certify and represent as follows:

a. This amendment is made pursuant to and complies with paragraphs 25 and 32(b) of the Declaration, as the Project is still in the Declarant Control Period, and the Declarant currently owns more than 67% of the Units and has sufficient Class B votes to enact the amendment.

b. The Board of Trustees has unanimously adopted this amendment.

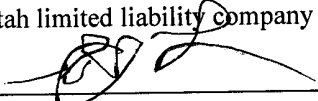
c. The required vote for amendment has occurred.

d. This amendment does not require the consent of any Eligible Mortgagees under paragraph 25(b) of the Declaration, as this amendment is for clarification purposes only.

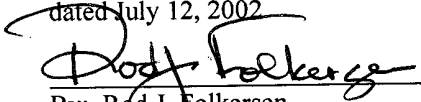
6. Effective Date. This First Amendment shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED the day and year first above written.

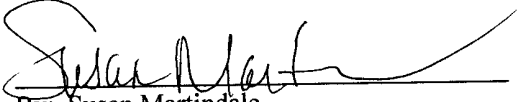
DECLARANT:
MILLCREEK GARDEN TOWNHOMES, LLC,
a Utah limited liability company


By: Greg A. Larsen
Its: Manager

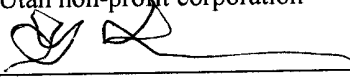
THE ROD J. FOLKERSEN FAMILY TRUST,
dated July 12, 2002

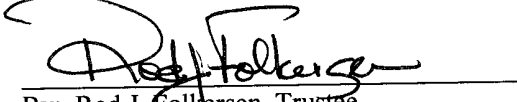

By: Rod J. Folkersen
Title: Trustee

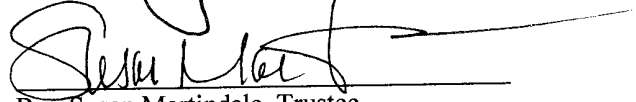
THE SUSAN MARTINDALE LIVING TRUST,
dated September 4, 1997


By: Susan Martindale
Title: Trustee

BOARD OF TRUSTEES:
MILLCREEK GARDENS HOA, INC.,
a Utah non-profit corporation


By: Greg A. Larsen, Trustee


By: Rod J. Folkersen, Trustee


By: Susan Martindale, Trustee

ACKNOWLEDGEMENTS

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

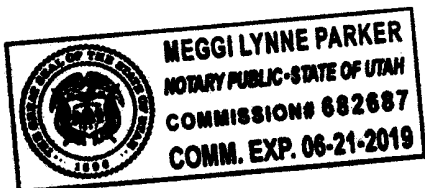
On the 21st day of September, 2015, personally appeared before me **Greg A. Larsen**, who by me being duly sworn, did say that he is a Managing Member of MILLCREEK GARDEN TOWNHOMES, LLC, a Utah limited liability company, as well as a member of the Board of Trustees for MILLCREEK GARDENS HOA, INC., a Utah non-profit corporation, and that the within and foregoing instrument was signed in behalf of said companies pursuant to their respective Operating Agreement and Bylaws, and by authority of a resolution of its Managers and Board, and duly acknowledged to me that MILLCREEK GARDEN TOWNHOMES, LLC, and MILLCREEK GARDENS HOA, INC., executed the same.



Meggi Lynne Parker
NOTARY PUBLIC

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

On the 21st day of September, 2015, personally appeared before me **Rod J. Folkersen**, who by me being duly sworn, did say that he is the trustee of The Rod J. Folkersen Family Trust, dated July 12, 2002, and that said trust is a Managing Member of MILLCREEK GARDEN TOWNHOMES, LLC, a Utah limited liability company, and that he is also a member of the Board of Trustees for MILLCREEK GARDENS HOA, INC., a Utah non-profit corporation, and that the within and foregoing instrument was signed on behalf of MILLCREEK GARDEN TOWNHOMES, LLC, and MILLCREEK GARDENS HOA, INC., pursuant to their respective Operating Agreement and Bylaws, and by authority of a resolution of its Managers and Board, and duly acknowledged to me that said companies executed the same.

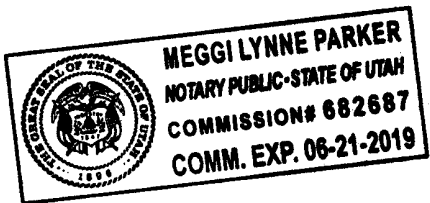


Meggi Lynne Parker
NOTARY PUBLIC

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

On the 21st day of September, 2015, personally appeared before me **Susan Martindale**, who by me being duly sworn, did say that she is the trustee of The Susan Martindale Living Trust, dated September 4, 1997, and that said trust is a Managing Member of MILLCREEK GARDEN TOWNHOMES, LLC, a Utah limited liability company, and that she is a member of the Board of

Trustees for MILLCREEK GARDENS HOA, INC., a Utah non-profit corporation, and that the within and foregoing instrument was signed on behalf of MILLCREEK GARDEN TOWNHOMES, LLC, and MILLCREEK GARDENS HOA, INC., pursuant to their respective Operating Agreement and Bylaws, and by authority of a resolution of its Managers and Board, and duly acknowledged to me that said companies executed the same.




NOTARY PUBLIC

**EXHIBIT A
LEGAL DESCRIPTION OF MILLCREEK GARDENS P.U.D.**

All of Lots 1 through 32, inclusive, MILLCREEK GARDENS PUD, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder.

Together with the use and enjoyment of the private roads within MILLCREEK GARDENS PUD, as set forth on the recorded plat thereof.

The following is show for information purposes only: Tax ID No. ____

22-06-253-071-0000, 22-06-253-063-0000, 22-06-253-090-0000, 22-06-253-089-0000,
22-06-253-088-0000, 22-06-253-087-0000, 22-06-253-086-0000, 22-06-253-085-0000
22-06-253-084-0000, 22-06-253-083-0000, 22-06-253-082-0000, 22-06-253-081-0000
22-06-253-080-0000, 22-06-253-079-0000, 22-06-253-078-0000, 22-06-253-077-0000
22-06-253-076-0000, 22-06-253-061-0000, 22-06-253-060-0000, 22-06-253-059-0000
22-06-253-058-0000, 22-06-253-057-0000, 22-06-253-056-0000, 22-06-253-055-0000
22-06-253-068-0000, 22-06-253-067-0000, 22-06-253-066-0000, 22-06-253-065-0000
22-06-253-069-0000, 22-06-253-070-0000, 22-06-253-072-0000, 22-06-253-073-0000
22-06-253-074-0000, 22-06-253-075-0000, 22-06-253-062-0000