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RASHELLE HOBBS
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
BY: eCASH, DEPUTY - EF 4 P.

When recorded mail to:
2964 W. 4700 South #112A
Taylorsville, UT 84129

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

For Draper Mill Subdivision
In Salt Lake County, Utah

This First Amendment to the Declaration of Covenants, Conditions & Restriction for Draper Mill Subdivision (hereinafter "First Amendment") hereby amends that certain Declaration of Covenants, Conditions & Restrictions for Draper Mill Subdivision, as amended, recorded in the Salt Lake County Recorder's Office on 3/1/2019, as Entry No. 12942873 ("Enabling Declaration"), and is executed by Draper Mill, LLC, a Utah limited liability (hereinafter "Declarant").

RECITALS:

(A) This First Amendment affects and concerns real property located in Salt Lake County, Utah and more particularly described on **Exhibit "A"** attached hereto, as may be expanded and provided for in the Declaration ("Property").

(B) The Project remains within the Class B Control Period, as defined in Article ~~7.1~~ of the Enabling Declaration. Also, in accordance with Article ~~6.1(b)~~ of the Enabling Declaration, the Declarant may amend the Enabling Declaration at any time during the Class B Control Period at the sole discretion of the Declarant.

(C) A Declaration of Covenants, Conditions & Restrictions for Draper Mill Subdivision, Salt Lake County, Utah ("Enabling Declaration") was recorded in the Salt Lake County Recorder's Office on 3/1/2019, as Entry No. 12942873.

(D) The Bylaws of Draper Mill Homeowner Association, Inc. ("Bylaws") where recorded as an exhibit to the Enabling Declaration.

NOW, THEREFORE, the Enabling Declaration is hereby amended as follows:

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.
2. Effective Date. The First Amendment will take effect on the date recorded at the office of the Salt Lake County Recorder's Office (the "Effective Date").
3. No Other Changes. Except as otherwise expressly provided in this First Amendment, the Enabling Declaration remains in full force and effect without modification.
4. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read the First Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the First Amendment acting in said capacity.

AMENDMENTS

5. Article 3.2 of the Enabling Declaration is hereby deleted in its entirety and replaced by the following:

Limited Common Areas. The Owners shall maintain, repair and replace all Limited Common Areas elements such as patios, decks and driveways. Notwithstanding, the Association may perform certain landscaping services within the Limited Common Areas and/or Private Areas, as further established by the Governing Documents.

6. Article 3.4 of the Enabling Declaration is hereby deleted in its entirety and replaced by the following:

Snow Removal. The Association shall make reasonable and prudent efforts to contract with a third party for the removal of snow from Common Areas within the Subdivision. Owners shall be responsible for removing snow from Limited Common Areas and other relevant areas including, but not limited to: entryways, porches, patio areas and other applicable areas on their Lot. Owners shall be responsible and take reasonable precaution with respect to ice and ice accumulation. The work of removing snow will be delegated to a third party, who may utilize certain discretion in the frequency of the snow removal and the amount of accumulation meriting removal. To the extent allowed by law, the Association shall not be responsible or liable for said third party's removal of snow.

7. Article 8.7 of the Enabling Declaration is hereby deleted in its entirety and replaced by the following:

Reinvestment Fee. With the exception of those Lots conveyed by Declarant or Declarant Related Entities, as set forth below, the Association shall levy a one-time reinvestment fee when a change in ownership of a Lot occurs in the amount of \$500.

(a) For those Lots conveyed by Declaration or Declarant Related Entities, the Declarant or Declarant Related Entity shall pay \$250 of the \$500 reinvestment fee, with the purchaser paying the remainder of the Reinvestment Fee.

8. Article 15.2(a)(i)(1) of the Declaration is hereby deleted in its entirety and replaced with the following:

(1) Subject to the provisions of Utah Code § 57-8a-405, a blanket policy of property insurance or guaranteed replacement cost insurance on the physical structure of all Dwellings, Common Areas and Limited Common Areas appurtenant to a Dwelling within the Property, insuring against all risks of direct physical loss commonly insured against, including fire and extended perils.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the year and date indicated below.

Draper Mill, LLC, the Declarant

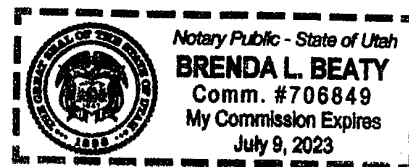
By:

Its: Manager

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 6th day of Sept, 2019, personally appeared before me, Gordon T. Nixon, who being by me duly sworn did say that he/she is an authorized agent of Draper Mill, LLC, and that the within and foregoing instrument was signed in behalf of said limited liability company and duly acknowledged to me that he/she executed the same.

Brenda Beaty
NOTARY PUBLIC



FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS
For Draper Mill Subdivision
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EXHIBIT "A"

Lots 1 through 31, inclusive, DRAPER MILL SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah.

Together with: (a) The undivided ownership interest in said Project's Common Areas and Facilities which is appurtenant to said unit, (the referenced Declaration of Project providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Project (as said project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented).

The following is for informational purposes only:

Tax ID No. 27-26-427-027 AND 27-26-427-028