

After Recording Return To:  
SEB Legal, Attorneys at Law  
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Salt Lake City, UT 84117

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2/18/2021 12:11:00 PM \$40.00  
Book - 11120 Pg - 7292-7295  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
SEB LEGAL LLC  
BY: eCASH, DEPUTY - EF 4 P.

**SECOND AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND  
RESERVATION OF EASEMENTS OF GRANITE OAKS SUBDIVISION**

**This Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Granite Oaks Subdivision (“Declaration”) is executed on the date set forth below by the Granite Homeowners’ Association (“Association”).**

RECITALS

A. Real property in Salt Lake County, Utah, known as the Granite Oaks Subdivision was subjected to covenants, conditions, and restrictions pursuant to the Declaration recorded March 27, 2008, in the Salt Lake County Recorder’s Office as Entry No. 10384440 (the “Declaration”);

B. The Declaration was amended by that certain Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Granite Oaks Subdivision recorded in the Salt Lake County Recorder’s Office on November 15, 2013, as Entry No. 11760446 (the “First Amendment”);

C. Unless otherwise specified, this amendment incorporates all defined terms in the Declaration, the First Amendment;

D. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

E. This amendment is intended to specify the remedies available to the Association in the event of nonpayment of assessments and to clarify and amend parking restrictions;

F. The President and Secretary certify that the Declaration amendments were approved by the affirmative vote of at least 2/3 of all members of the Association present in person or represented by proxy at a meeting duly called for the purpose of amending the Declaration; and that all other requirements of Declaration Article XII, Section 12.2 (as amended) related to amending the Declaration have been satisfied;

**NOW, THEREFORE,** the Association hereby amends the Declaration as follows:

**Declaration Article V, Section 5.8 is amended in its entirety to read as follows:**

5.8 Effect of Nonpayment. Remedies. Any assessment not paid in full by the aforementioned due date shall be deemed delinquent. Such delinquent assessment, together with any late fees, interest, and costs of collection thereof, as hereinafter provided, shall be a continuing lien on the affected Lot. If the Association does not receive payment of an assessment within thirty (30) days of the due date, the delinquent Owner/Member shall pay damages to reimburse the Association for its time, inconvenience, and overhead in collecting the payment as follows:

- (a) A \$150.00 late fee, and
- (b) Interest at the rate of eighteen percent (18%) per annum from the date of delinquency until the date payment is received.

The Association may bring an action either against the Owner/Member who is personally liable or to foreclose the lien against the Lot. Any judgement obtained by the Association shall include reasonable attorneys' fees, court costs, and any expense incurred by the Association in enforcing its rights.

**The last sentence of Article VII, Section 7.1 shall be deleted and replaced with the following sentence:**

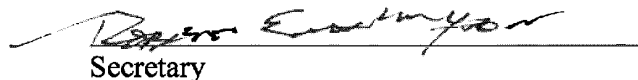
No overnight parking on the streets shall be allowed and no parking at any time shall be allowed on any day of anticipated snow. The exception is temporary parking not to exceed 24 hours and not more frequently than once a week without approval of the Board. The Association will give violators written notice before towing of vehicles where practical but reserves the right to have vehicles towed without notice. If a vehicle must be towed it will be at owners' expense.

**All other portions of Article VII, Section 7.1 shall remain unaffected.**

IN WITNESS WHEREOF, the Association, by and through its President and Secretary, have executed this Amendment to the Declaration as of the 27<sup>th</sup> day of February, 2021.

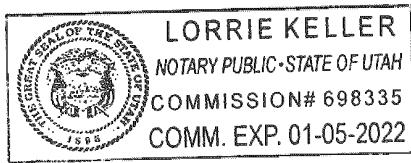
**GRANITE OAKS HOMEOWNERS' ASSOCIATION, INC.**

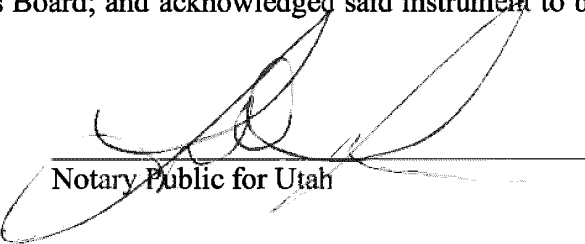
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

STATE OF UTAH            )  
                                      :SS  
County of Salt Lake        )

On the 18th day of February, 2021, personally appeared Richard Schutt who, being first duly sworn, did that say that he is the President of the Association, certified that all requirements of Declaration 12.2 (as amended) have been complied with, and that said instrument was signed on behalf of said Association by authority of its Board; and acknowledged said instrument to be his voluntary act and deed.



  
Notary Public for Utah

**EXHIBIT A  
LEGAL DESCRIPTION**

ALL LOTS GRANITE OAKS SUBDIVISION AMENDED AND GRANITE OAKS SUBDIVISION SECOND AMENDED AS SHOWN ON THE RECORDS OF THE SALT LAKE COUNTY RECORDER'S OFFICE.

Parcel ID Nos.:

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	L	1	28-01-353-005-0000	N
	L	4	28-12-104-004-0000	N
	L	5	28-12-104-005-0000	N
	L	6	28-12-104-006-0000	N
	L	7	28-12-101-041-0000	N
	L	8	28-12-101-040-0000	N
	L	9	28-12-101-039-0000	N
	L	19	28-12-101-037-0000	N
	L	20	28-12-101-036-0000	N
	L	21	28-12-101-035-0000	N
	L	22	28-12-101-034-0000	N
	L	23	28-12-102-002-0000	N
	L	24	28-01-352-017-0000	N
	L	25	28-01-352-018-0000	N
	L	26	28-01-352-016-0000	N
	L	27	28-01-352-015-0000	N
	L	28	28-12-103-017-0000	N
	L	29	28-12-103-018-0000	N
	L	30	28-12-103-019-0000	N
	L	31	28-12-103-020-0000	N
	L	32	28-12-103-021-0000	N
	L	33	28-12-103-022-0000	N
	L	34	28-12-103-015-0000	N
	L	35	28-12-103-014-0000	N
	L	36	28-12-103-013-0000	N
	L	37	28-12-103-012-0000	N
	L	38	28-12-103-016-0000	N
	L	39	28-12-101-038-0000	N
	P	A	28-12-101-033-0000	N
	L	1	28-01-353-005-0000	N
	L	1	28-01-353-006-0000	N
	L	2	28-01-353-007-0000	N
	L	3	28-01-353-008-0000	N