

WHEN RECORDED, RETURN TO:

2DB, LLC
Adam DeWaal
4253 Cumberland Road
Holladay, UT 84124

13987262 B: 11357 P: 6517 Total Pages: 11
07/19/2022 12:53 PM By: aallen Fees: \$44.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: TITLE GUARANTEE
1385 E FORT UNION BLVDSALT LAKE CITY, UT 841212887

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
HOLLADAY TOWNHOMES

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HOLLADAY TOWNHOMES, ("First Amendment") is made and entered into as of the 15 day of July, 2022, by 2DB, LLC a Utah limited liability company ("Declarant") pursuant to Article 14.2 (Amendment by Declarant) of the Declaration of Covenants, Conditions, and Restrictions of Holladay Townhomes effective January 15, 2021.

RECITALS

A. The Holladay Townhomes Planned Unit Development comprises the real property (including both individual lots and common areas) located in Holladay, Salt Lake County, Utah, as more particularly described in Exhibit A, attached hereto, and incorporated herein ("Project").

B. The Declaration of Covenants, Conditions and Restrictions of Holladay Townhomes ("Declaration") was recorded on January 15, 2022, as Entry No. 13535054, at Book 11100, Pages 57-100, in the office of the Salt Lake County Recorder.

C. The initial Bylaws of Holladay Townhomes Homeowners Association ("Bylaws") were included as "Exhibit B" of the original recording of the Declaration.

D. By this First Amendment, the Declarant amends the Declaration and Bylaws hereby updating various provisions, including errors and necessary adjustments, contained in the Declaration and initial Bylaws.

E. This First Amendment has been adopted by the Declarant, pursuant to Section 14.2 of the Declaration.

ACCOMMODATION RECORDING ONLY,
TITLE GUARANTEE MAKES NO REPRESENTATION
AS TO CONDITION OF TITLE. NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY, SUFFICIENCE
OR EFFECTS OF DOCUMENT.

AMENDMENT

NOW, THEREFORE, the Declarant, declares, certifies, covenants, and agrees as follows:

1. Declaration Revisions:

Recital B – Declarant intends to create a residential planned unit development on the Property that will be known as “Holladay Townhomes, Planned Unit Development” (the “Project”). The Project will consist of ten (10) Lots upon each of which Declarant intends to construct a Townhome. Each Townhome shall constitute a single-family residence. Notwithstanding anything in this Declaration to the contrary, the Project is a planned unit development and not a cooperative or a condominium project.

Article 4 FINANCES AND ASSESSMENTS

4.5 Annual Assessments; Budgeting. -

(a) Adoption of Budget. At least thirty (30) days before the beginning of each fiscal year, the Association shall prepare a budget of the estimated Common Expenses for that year. Annual assessments for Common Expenses shall be based upon the estimated net cash flow requirements of the Association to cover items including, without limitation, the cost of routine maintenance and operating of the Common Area; the cost of common sewer and water utilities and trash removal services provided to the Project that aren't separately metered and assessed to individual Owners and Unites; premiums for insurance coverage as deemed desirable or necessary by the Association; landscaping, care of ground, and common lighting within the Common Area; routine renovations within the Common Area; wages; common water and utility charges for the Common Area; reserves for any insurance deductible; legal and accounting fees; expenses and liabilities from a previous assessment period; and the supplementing of any reserve fund established by the Association.

(d) Automatic Budget Approval. Notwithstanding the foregoing, if the budget proposed by the Association will increase the annual assessment by an amount not greater than twenty-five percent (25%) more than the previous annual assessment, then such budget and corresponding annual assessment shall be automatically approved and effective upon thirty (30) days' notice.

(e) Adjustment of Budget and Assessment. The Association may revise the budget and adjust the annual assessment from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget.

4.13 Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment or installment thereof not paid within ten (10) days after the due date therefor shall be delinquent and shall bear interest from the due date at the rate of

eighteen percent (18%) per annum (or such lesser rate as the Association shall determine appropriate) until paid. In addition, the Association may assess a late fee for each delinquent installment that shall be equal to ten percent (10%) of the installment or twenty-five dollars (\$25.00) whichever is greater.

(a) Remedies. To enforce this Article 4, the Association may, in the name of the Association:

(i) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the Association's lien for the assessment;

(ii) foreclose the lien against the Unit in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law;

(iii) restrict, limit or totally terminate any or all services performed by the Association on behalf of the delinquent Owner;

(iv) terminate, in accordance with Section 57-8a-204 of the Community Association Act, the Owner's right to receive utility services paid as a Common Expense;

(v) if the Owner is leasing or renting his Unit, the Association may, in accordance with section 57-8a-205 of the Community Association Act, demand that the Owner's tenant pay to the Association all future lease payments due from the Owner, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid;

(vi) exercise any other rights authorized by the Community Association Act for non-payment of assessments and other charges;

(vii) suspend the voting rights of the Owner for any period during which any assessment or portion thereof against the Owner's Unit remains unpaid; and/or

(viii) accelerate all assessment installments that will become due within the subsequent twelve (12) months so that all such assessments for that period become due and payable at once. This acceleration provision may only be invoked against an Owner who has been delinquent in paying any assessment or installment two (2) or more times within a twelve (12) month period.

(b) Attorney Fees and Costs. There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and reasonable attorney fees incurred by the Association, together with, where applicable, an account for the reasonable rental for the Unit from time to time of commencement of the foreclosure. The Association shall be entitled to the

appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security.

(c) Power of Sale. A power of sale is hereby conferred upon the Association which it may exercise to foreclose on any Lot or Unit to collect any assessment due under this Declaration. Under the power of sale, an Owner's Unit may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust and said Owner was the "trustor." For purposes of foreclosing on any Unit as provided herein, and in compliance with Utah Code Ann. §57-8a-212(1)(j), the Declarant hereby conveys and warrants pursuant to Utah Code Ann. §57-1-20 and 57-8a-402 to Integrated Title Insurance Services, LLC, with power of sale, the Lots and all improvements to the Lots for the purpose of securing payment of assessments under this Declaration. The Association may designate any person or entity qualified by law to serve as trustee for purposes of power of sale foreclosure.

Article 9 USE AND CONDUCT RESTRICTIONS AND REQUIREMENTS

9.3. Parking. No Owner shall park more than two (2) motor vehicles on his or her Lot or within the Project at any time. No motor vehicle which is inoperable shall be allowed within the Property (other than within the enclosed garage of a Unit), and any inoperable motor vehicle which remains parked on any Lot (other than in the enclosed garage of a Unit) over 72 hours shall be subject to removal by the Association at the vehicle owner's expense, which expense shall be payable on demand. If the motor vehicle is owned by a Unit Owner, any amounts payable to the Association pursuant to this Section 8.4 shall be secured by the Lot, and the Association may enforce collection of said amounts in the same manner provided for in this Declaration for the collection of assessments. Recreational vehicles, boats, travel trailers and similar personal property shall only be parked within the Project as permitted by rule of the Association.

(a) Unit 10 shall have exclusive use of two of the four extra parking spaces located along the south end of the common area parking / drive area.

(b) Unit 1 shall have exclusive use of one of the four extra parking spaces located along the south end of the common area parking / drive area.

(c) one of the four extra parking spaces located along the south end of the common area parking / drive area shall be designated for visitor parking on a first come, first served basis, but may not be used on a regular, permanent basis by any Owner for personal use.

9.13 Garbage Removal. All rubbish, trash and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon. Garbage shall be

placed in proper containers. Garbage containers for each Unit shall be kept inside the garages of such Units until such garbage containers are ready to be placed on the street for pick up by the entity that provides garbage removal services to the Property.

Article 10 LEASES AND LEASING

10.4. Enforcement Against Owner. Notwithstanding any other rights of enforcement under this Declaration and other Governing Documents, or by applicable law, the Association may impose a fine, which shall constitute a lien upon such Owner's Lot, for each violation by Owner's tenant/lessee/renter of this Declaration or other Governing Documents. Such fine shall be imposed after the Association has given an Owner not less than ten (10) days' written notice of such violation, and the Owner has failed to take appropriate actions within such 10-day period to remedy the same; provided, however, the Association shall not be required to give written notice before assessing a fine if the Association has previously given the Owner written notice during the preceding 12-month period for the same or similar violations. The Association may impose an additional fine on the Owner for each day such violation continues after the 10-day notice period provided herein (unless the Association is not required to give ten (10) days' written notice as provided herein), which additional fines shall constitute a lien upon such Owner's Lot. The Association need not provide any additional notice prior to fining an Owner for a continuing violation. There shall be added to any such fine reasonable attorney fees and costs incurred by the

2. Amendment to Bylaws. The First Amendment to the Bylaws, as attached (Exhibit B) to this First Amendment and incorporated herein, is hereby approved, and adopted by the Declarant.

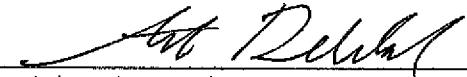
3. No Further Amendment. To the extent the terms of this First Amendment modifies or conflicts with any provisions of the Declaration, the terms of this First Amendment shall control. All other terms of the Declaration not modified by this First Amendment shall remain the same.

[Signatures on Next Page.]

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment as of the day and year first above written.


DECLARANT:

2DB, LLC

By: 
Name: Adam DeWaal
Its: Manager

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

On this 15 day of July 2022, before me personally appeared Adam DeWaal, proven to me through satisfactory evidence of identification to be the person whose name was signed in my presence on the preceding or attached document.


Notary Public

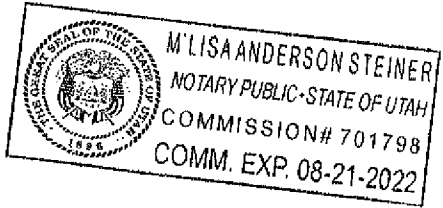


EXHIBIT A
(Property Legal Description)

A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULAR BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT BEING NORTH 39° 04' 35" WEST 287.35 FEET AND SOUTH 50° 55' 25" WEST 93.12 FEET FROM THE STREET MONUMENT AT 4620 SOUTH 2300 EAST, SAID MONUMENT BEING NORTH 21° 36' 52" WEST 827.66 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00° 21' 01" EAST 134.28 FEET; THENCE WEST 20.40 FEET; THENCE SOUTH 38° 05' 00" WEST FEET; THENCE WEST 153.15 FEET; THENCE NORTH 02° 00' 00" EAST 149.97 FEET; THENCE EAST 179.76 FEET TO THE POINT OF BEGINNING.

Commonly known as:

Salt Lake County Parcel #s:

22033770340000 - 4624 S LOCUST HILLS CT #A, Holladay, UT 84117
22033770280000 - 4636 S LOCUST HILLS CT #1, Holladay, UT 84117
22033770270000 - 4636 S LOCUST HILLS CT #2, Holladay, UT 84117
22033770260000 - 4636 S LOCUST HILLS CT #3, Holladay, UT 84117
22033770250000 - 4636 S LOCUST HILLS CT #4, Holladay, UT 84117
22033770240000 - 4636 S LOCUST HILLS CT #5, Holladay, UT 84117
22033770290000 - 4636 S LOCUST HILLS CT #6, Holladay, UT 84117
22033770300000 - 4636 S LOCUST HILLS CT #7, Holladay, UT 84117
22033770310000 - 4636 S LOCUST HILLS CT #8, Holladay, UT 84117
22033770320000 - 4636 S LOCUST HILLS CT #9, Holladay, UT 84117
22033770330000 - 4636 S LOCUST HILLS CT #10, Holladay, UT 84117

EXHIBIT B
(First Amendment to Bylaws)

See attached.

**FIRST AMENDMENT TO THE BYLAWS OF
HOLLADAY TOWNHOMES HOMEOWNERS ASSOCIATION**

Pursuant to the terms of Article 14 of the Bylaws (the "*Bylaws*") for Holladay Townhomes Homeowners Association (the "*Association*"), dated January 15, 2021, the Declarant hereby amends the Association's Bylaws as follows:

1. Bylaws Revisions:

Article 3 Membership and Voting Rights

3.4 Suspension of Membership. The rights of membership are subject to the payment of assessments and other charges levied by the Association. Additionally, the rights of membership require an Owner is in "good standing" and compliant with the restrictions included in the Governing Documents. If a Member fails to make payment of any assessment or other charge levied by the Association within thirty (30) days after the same shall become due and payable, the voting rights of such Member may be suspended by the Board of Directors until such assessment or charge has been paid. Rights of a Member may also be suspended for violation of any of the use restrictions and for infraction of any rules and regulations established by the Board of Directors for a period not to exceed sixty (60) days. Except for suspension of voting rights for failure to pay assessments or other charges, any suspension of the rights of membership shall be pursuant to notice and hearing. The Board shall establish a procedure for notice and hearing that is fair and reasonable taking into consideration all the relevant facts and circumstances.

Article 4 Meetings of the Members

4.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days but not more than thirty (30) days before such meeting to each Member entitled to vote on the matter for which the meeting has called. The notice shall be addressed to the Member's address last appearing on the books of the Association. The notice may be delivered electronically instead of mailing, and such electronically delivered notice shall be considered adequate notice, if the Member has provided such electronic delivery instructions. Such notice shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4.5 Quorum. Except as hereafter provided, and as otherwise provided in the Articles or Declaration, the presence at the meeting of Members entitled to cast votes, or of proxies entitled to cast votes, shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote there at shall have power to adjourn the meeting from

time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Where the Declaration requires a percentage vote of all Members, the quorum required for such vote must be the same as the minimum percentage vote required to approve the action which is the subject of the vote; provided however, that in calculating any such percentage, Members whose voting rights have been suspended shall not be included.

Article 5 Board of Directors

5.2 Number. The affairs of this Association shall be managed by a Board of Directors consisting of three (3) qualified persons.

Article 6 Nomination and Election of Directors

6.3 Voting By Mail. Deleted/Removed entirely

Article 7 Meetings of Directors

7.1 Regular Meetings. The first meeting of the Board of Directors will follow the annual meeting of the Members at which a Board is first elected by the Members. Thereafter, regular meetings of the Board of Directors shall be held as needed, at such date, time and place as may be determined from time to time by the Board of Directors. Meetings of the Board shall be open to all Members, unless litigation or potential litigation, contract negotiation or employment or personnel matters are being discussed.

7.4 Action Without a Meeting. Whenever the Directors are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken.

Article 9 Officers and Their Duties

9.1 Enumeration of Officers. The officers of this Association shall be a President, Secretary, and Treasurer. The officers shall at all times be Members of the Board of Directors. Board Members must be Owners.

9.4 Special Appointments. Deleted/Removed entirely

9.7 Multiple Offices. The same person may hold the offices of Secretary and Treasurer. No person shall simultaneously hold more than one of any of the other offices.

9.8 Duties. The officers and their duties are as follows:

- i. President. The president shall preside at all

meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

ii. Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Association together with their addresses and shall perform such other duties as required by the Board.

iii. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; maintain a roster of all Members, assessments and payments; keep proper books of account; issue certificates of payment of assessments; notify the Board of Members who are delinquent in paying assessments; prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting; and deliver a copy of the budget and statement to the Members at said meeting.

2. Except as expressly modified herein, all provisions of the Association's Bylaws shall remain in full force and effect.

DECLARANT'S CERTIFICATE

I, the Declarant, do hereby certify that, pursuant to Article 14 of the Bylaws, the Association adopted the foregoing First Amendment to the Bylaws of the Association on the 15 day of July, 2022.

HOLLADAY TOWNHOMES HOMEOWNERS ASSOCIATION:
2DB, LLC - Declarant

By: 
Adam DeWaal – Its Manager